

EXHIBIT 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

**SHAREY THOMAS, *et al.*,
Individually and on behalf
of all others similarly situated**

Plaintiffs,

v.

MAXIMUS, INC.

Defendant.

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Civil Action No. 3:21-cv-00498-MRC

**COLLECTIVE ACTION
PURSUANT TO 29 U.S.C. § 216(b)**

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Plaintiffs, Sharey Thomas, Laura Vick, Shannon Garner and Jimnelly Salcedo (collectively, “Collective Representatives”), individually and on behalf of all current Opt-In Plaintiffs (collectively, the “Collective”), and Defendant, Maximus, Inc. (“Maximus” or “Defendant”). Together, the Collective Representatives and Defendant are the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the civil action in the United States Eastern District of Virginia, Richmond Division entitled *Thomas et al. v. Maximus, Inc.*, Case No. 3:21-CV-00498-MRC.
- B. “Collective” means all current and former hourly call-center employees who have worked for Defendant, anywhere in the United States, at any time from July 30, 2018 through December 14, 2022 (the “Collective Period”), and who have previously filed a consent to join this Action.
- C. “Collective Counsel” is Anderson Alexander, PLLC and Butler Curwood, PLC.
- D. “Collective Counsel Payment” means the amounts to be paid to Collective Counsel for attorneys’ fees and costs, as approved by the Court, to compensate Collective Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation costs billed in connection with the Action.

- E. "Collective Data" means, for each Collective Member: his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known); and his or her dates of employment during the Collective Period.
- F. "Collective Member" means an individual who falls within the definition of the Collective. As of the date of execution of this agreement, there are 3,672 Collective Members.
- G. "Collective Representative(s)" means Sharey Thomas, Laura Vick, Shannon Garner, and Jimnelly Salcedo.
- H. "Court" means the United States District Court for the Eastern District of Virginia, Richmond Division.
- I. "Defendant" means Maximus, Inc.
- J. "Defendant's Counsel" means Epstein Becker & Green, P.C.
- K. "Effective Date" means the date by which this Agreement is approved by the Court.
- L. "Gross Settlement Fund" means the total sum of no more than Six Hundred Fifty Thousand Dollars (\$650,000.00) to be paid by the Defendant as provided by this Agreement. This is the total maximum amount the Defendant will pay. This Gross Settlement Fund includes, without limitation, all Settlement Checks to the Collective Members; the Collective Counsel Payment; the Settlement Administrator's fees and costs; and the Collective Representatives' Service Payments.
- M. "Net Settlement Fund" means the Gross Settlement Fund less the Court-approved amount for the Collective Representatives Service Payments, less the Court-approved amount for the Collective Counsel Payment, and less the costs of settlement administration.
- N. "Non-Participating Collective Member" means a Collective Member who received a Settlement Notice and Settlement Check but failed to cash, or otherwise negotiate, his or her Settlement Check within the Settlement Payment Period.
- O. "Released Claims" means all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in the Action, including claims under the Fair Labor Standards Act ("FLSA"), claims under the theories of *quantum meruit*, unjust enrichment, conversion, breach of contract, theft of labor, and any other state, federal, or local law related to the payment of wages, overtime, minimum wage, and all claims for costs, attorneys' fees and/or interest, or any other benefit against Defendant and the Released Parties.
- P. "Released Parties" means Defendant, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

- Q. “Service Award” means the service payment made to each of the Collective Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event the Collective Representatives were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Collective Representatives.
- R. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement, including approval of the Agreement by the Court and dismissal of the Action with prejudice.
- S. “Settlement Collective Member” means the Collective Members who endorse and negotiate their Settlement Checks within the Settlement Payment Period.
- T. “Settlement Notice” means the Notice of Settlement, including each Collective Member’s Settlement Check, substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- U. “Settlement Check” means each Collective Member’s share of the Net Settlement Fund as provided by this Agreement.
- V. “Settlement Payment Period” means 60 calendar days from the date on which the Settlement Administrator mails the Notice and Settlement Checks to the Collective Members. The Settlement Check(s) will not be valid or negotiable 60 days after issuance.
- W. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The Parties have agreed that the Settlement Administrator shall be Rust Consulting, Inc. (“Rust”).
- X. “Approval of the Agreement” means the Court’s Order Granting Approval of the Agreement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference into this Agreement.

II. RECITALS AND BACKGROUND

- A. On July 30, 2018, Collective Representatives filed this lawsuit in the United States Eastern District of Virginia, Richmond Division entitled *Thomas et al. v. Maximus, Inc.*, Case No. 3:21-CV-00498-MRC.
- B. On November 2, 2021, Collective Representatives filed their Amended Original Collective/Class Action Complaint.
- C. On August 22, 2022, the Parties attended a settlement conference with United States Magistrate Judge Mark R. Colombell.

- D. On December 14, 2022, the Parties attended a second settlement conference with United States Magistrate Judge Mark R. Colombell where the Parties reached a settlement agreement in principal and agreed to the material terms presented herein.
- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant or Released Parties that the claims in the Action of Collective Representatives or the Collective have merit, that Defendant or Released Parties bear any liability to Collective Representatives or the Collective on those claims or any other claims, or that the Action could be litigated on a collective or class action basis, or as an admission by Collective Representatives that Defendant's defenses in the Action have merit. If, for any reason, the Settlement does not become effective, Defendant reserves all available defenses to the claims in the Action.

Based upon these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Fund. \$650,000.00.** This is the total maximum amount the Defendant will pay. This Gross Settlement Fund includes, without limitation: all Settlement Checks to the Collective Members; the Collective Counsel Payment; the Settlement Administrator's fees and costs; and the Service Award payments to the Collective Representatives. However, Defendant will be responsible for any employer side payroll taxes.
- B. **Payments from the Gross Settlement Fund.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Fund:
- i. **Service Awards.** In addition to their Settlement Checks, the Collective Representatives will apply to the Court for service awards of not more than a total of \$10,001.00, as Service Awards for the Collective Representatives for their assistance in the litigation of this matter. Specifically, Collective Representatives Sharey Thomas will request \$5,000.00 for her service in this matter and Laura Vick, Shannon Garner, and Jimnelly Salcedo will each request \$1,667.00 for their services in this matter. Defendant will not oppose Collective Representatives' request for Service Awards as described herein. The Settlement Administrator will pay the Service Awards approved by the Court out of the Gross Settlement Fund. If the Court approves a Collective Representative Service Award of less than the requested for any of the intended recipients, the remainder will be retained in the Net Settlement Fund. Payroll tax withholding and deductions will not be taken from the Service Awards, and instead, Defendant will issue a Form 1099 to each Collective Representative with respect to her respective payment. To receive the Service Award, the Collective Representatives agree to sign a standalone *Waiver and General Release* in the form attached hereto as Exhibit D contemporaneously with their execution of this *Settlement Agreement and Release*. Failure by a Collective Representative to sign the Waiver and General Release will not in any way affect the validity or enforceability of this Agreement or the Collective

Representative's entitlement to a Settlement Check under this Agreement, but will instead preclude the Collective Representative from recovering any Service Award.

- ii. **Attorneys' Fees and Costs.** Collective Counsel will apply to the Court for an award of no more than \$325,000.00 of the Gross Settlement Fund, as their Collective Counsel Payment, which is inclusive of all fees and expenses and costs incurred. Defendant will not oppose Collective Counsel's request for a Collective Counsel Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Fund. If the Court approves a Collective Counsel Payment of less than the requested amount set forth herein, the remainder will be retained in the Net Settlement Fund for distribution to Collective Members. Payroll tax withholding and deductions, if any, will not be taken from the Collective Counsel Payment.
- iii. **Administration Expenses.** The Settlement Administrator will pay its Settlement Administration Fees and Expenses out of the Gross Settlement Fund to itself Settlement Administration Expenses.

C. **Payments from the Net Settlement Fund.** The Net Settlement Fund shall include the following payments after the deductions have been made from the Gross Settlement Fund as described in this Agreement. The Net Settlement Fund shall include the following:

- i. **Settlement Checks.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will issue a Settlement Check from the Net Settlement Fund to each Collective Member.
- ii. **Calculation.** The Settlement Check for each Collective Member will be calculated by each Collective Member's *pro rata* share of the Net Settlement Fund, as follows: (a) the Net Settlement Fund will be divided by the total number of workweeks worked by the entire Collective during the Collective Period, and then (b) multiplied by the number of each individual Collective Members' respective workweeks during the Collective Period. A "workweek" is defined as a normal seven-day week of work during the Collective Period in which, according to Defendant's records, a member of the class worked at least one day during any such workweek.
- iii. **Withholding.**
 - 1. Subject to approval by the Court, One-Half (50%) of each Settlement Collective Member's Settlement Check is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to withholding of the Settlement Collective Member's share of all applicable federal, state, and local income and employment taxes, and

shall be reported on an IRS Form W-2. Defendant will be responsible for any employer-side payroll taxes.

2. Subject to approval by the Court, One-Half (50%) of each Settlement Collective Member's Settlement Check is in settlement of claims for penalties, including liquidated damages (the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on an IRS Form 1099.
3. The Parties further understand that each Collective Representative and any Settlement Collective Member who receives any monies pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt, except as otherwise expressly set forth in this Agreement.
- iv. **Indemnification.** The Settlement Collective Members agree that Defendant has not made any representations regarding the taxability of any payments made pursuant to this Agreement. The Settlement Collective Members agree and warrant that they have been and remain solely responsible for the timely payment of all taxes owed by each of them, if any, which have been due, or which may become due to any governmental authority from the receipt of any funds received from Defendant pursuant to this Agreement.
- v. **Unclaimed Funds.** Any Collective Members who do not cash their Settlement Check(s) will be deemed to have opted-out of the Settlement Collective and will not be deemed to have released their claims under the Agreement. Any unclaimed funds will be distributed either to a *cy pres* fund to be selected by the Parties or re-distributed *pro rata* amongst the Settlement Collective Members.
- vi. **Definitive Collective.** The Collective Members, as set forth in Exhibit C, are set to receive a Settlement Notice and Settlement Check under this Agreement.
- vii. **Settlement Notice and Settlement Checks.** The Settlement Administrator shall handle the Settlement Notice process and distribution process in accordance with Paragraph III(D) of this Agreement. A Settlement Notice will be sent to each Collective Member. A Settlement Check will be included with the Settlement Notice. Each Settlement Check will include an endorsement that states as follows:

I acknowledge that I have read the Notice of Settlement ("Notice") and understand that by endorsing and depositing this check, I agree to participate, or opt-in to, in the settlement of the lawsuit entitled *Thomas, et al. v. Maximus, Inc.*, Case No. 3:21-CV-00498-MRC (E.D. Va.)

and release the wage and hour claims described in the Notice.

- viii. Each Collective Member shall have sixty (60) calendar days to cash or otherwise negotiate their Settlement Checks ("Settlement Payment Period"). Failure to cash or otherwise negotiate the Settlement Check in the Settlement Payment Period will cause the Settlement Check to be void and treated as Unclaimed Funds.

D. Appointment of Settlement Administrator. The Parties have mutually agreed to ask the Court to appoint Rust Consulting, Inc. to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include: calculating the Net Settlement Fund; determining each Collective Member's *pro rata* share of the Net Settlement Fund, including the calculation of any taxes; performing all necessary tax withholding and reporting obligations required under this Agreement; preparing, printing, and mailing the Settlement Notice and Settlement Checks ("Settlement Notice Packets") to all Collective Members; conducting a National Change of Address search to update Collective Member addresses before mailing the Collective Members' Settlement Notice; re-mailing returned Settlement Notice Packets to the Collective Member's new address; setting up a toll-free telephone number to receive calls from Collective Members; responding to all inquiries from Collective Members regarding the settlement administration; providing the Parties with weekly status reports about the delivery of Settlement Notice Packets; and otherwise administering the settlement pursuant to this Agreement. The Settlement Administrator will have the authority to issue payments subject to the limitations and calculations set forth in this Agreement. The Settlement Administrator's fees and costs, including the cost of printing and mailing the Settlement Notice Packets, will be paid out of the Gross Settlement Fund. The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. After the close of the Settlement Payment Period, the Settlement Administrator will be responsible for either recalculating and redistributing the Unclaimed Funds to the Settlement Collective Members (and performing any and all additional tax withholding and reporting obligations) or transferring the Unclaimed Funds to an agreed *cy pres* recipient, as instructed by the Parties pursuant to this Agreement.

E. Timing of Payments.

- i. **Funding and Delivery to Rust.** The Settlement Administrator will establish a QSF as described in the Internal Revenue Code of 1986, as amended, within five (5) business days after the Court approves the settlement. Defendant will pay the Gross Settlement Fund to the QSF within ten (10) business days after the Settlement Administrator establishes the QSF and provides Defendant the QSF transfer information. The Settlement Administrator shall serve as Trustee

of the QSF and shall act as a fiduciary with respect to the handling, management, and distribution of the QSF, including the handling of tax-related issues and payments.

- ii. **Funding and Delivery of the Collective Counsel Payment.** The Settlement Administrator will issue the Collective Counsel Payment by EFT to Anderson Alexander, PLLC in the amount approved by the Court within five (5) business days after Defendant funds the QSF. The Settlement Administrator will issue a form 1099 to Anderson Alexander, PLLC representing this payment. This payment is contingent on the Settlement Administrator's receipt of a current form W-9 from Anderson Alexander, PLLC and wiring instructions.
- iii. **Funding and Delivery of the Service Payments.** Within five (5) business days after Defendant funds the QSF and after the Collective Representatives have signed the Waiver and General Release attached as Exhibit D, the Settlement Administrator will make payment of the Service Awards to the Collective Representatives by EFT or check, as determined by those Collective Representatives. The Settlement Administrator will issue a form 1099 to the Collective Representatives representing these payments. These payments are contingent on the Settlement Administrator's receipt of current form W-9s from the Collective Representatives.
- iv. **If the Court Fails to Approve this Agreement and Dismiss the Action with Prejudice, Defendant's obligation to pay the Gross Settlement Fund will terminate and the Parties reserve all rights, claims and defenses, including but not limited to Defendant's ability to contest collective/class certification.**

F. Procedure for Approving Settlement.

- i. **Motion for Approval of Settlement by the Court.**
 - 1. After Execution of this Agreement, Collective Representatives will file an Approval Motion with the Court for an order giving Approval of the Settlement and approving the Settlement Notice (the "Approval Motion"). Any disagreement among the Parties concerning the Settlement Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the Court for resolution.
 - 2. Collective Counsel agrees not to file the Approval Motion without first providing Defendant's Counsel an opportunity to review and approve drafts of the filing.
 - 3. Contemporaneously with the filing of the Approval Motion, Collective Representatives will file the Proposed Order Approving Settlement and

Dismissal of Lawsuit With Prejudice, in a form substantially similar to Exhibit B to this Agreement and incorporated by reference into this Agreement.

4. Should the Court modify this Agreement in a material manner (including, but not limited to, the Gross Settlement Fund, the scope of the release to be granted by Settlement Collective Members, or the binding effect of the Agreement on Settlement Collective Members), the adversely affected Party shall have the right to void the Agreement.
- ii. After the Court enters an Order Granting Approval of the Settlement, every Collective Member will be sent the Settlement Notice (which will include the Settlement Check) as follows:
1. No later than fourteen (14) days after receiving an Order Granting Approval of the Settlement, Defendant's Counsel will provide to the Settlement Administrator an electronic database containing each Collective Member's Collective Data, including their last known mailing address and social security number. If any or all of the above data is unavailable the Parties will make their best efforts extrapolate or otherwise locate Collective Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in this Agreement, or pursuant to express written authorization or by order of the Court. All Collective Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by any Party.
 2. Using best efforts to mail it as soon as possible, and in no event any later than twenty-eight (28) days after receiving an Order Granting Approval of the Settlement, the Settlement Administrator will mail the Settlement Notice Packets to all Collective Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
 3. If a Settlement Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Collective Member and re-mail the Settlement Notice Packet to the Collective Member. The Settlement Administrator will use the Collective Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee,

as agreed to with the Parties and according to the following deadlines, to trace the mailing address of any Collective Member for whom a Settlement Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Collective Members for whom new addresses are found. If the Settlement Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Collective Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

4. The Settlement Payment Period will begin on the date the Settlement Administrator mails the Settlement Notice Packets to the Collective Members, and will continue for sixty (60) days.
5. **Election to Participate in Settlement.** The Settlement Notice also will provide that Collective Members who wish to include themselves in the Settlement must endorse and negotiate their Settlement Check within the Settlement Payment Period. A Collective Member will not participate in or be bound by the Settlement if he or she does not endorse and negotiate the Settlement Check. However, Defendant will remain free to contest any claim brought by any Settlement Collective Member that is barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant may have or could assert against such a claim.
6. **Report.** Not later than ten (10) calendar days after the expiration of the Settlement Payment Period, the Settlement Administrator will provide Collective Counsel and Defendant's Counsel with a complete and accurate list of all Settlement Collective Members, images of the Settlement Check endorsements, and a list of all Non-Participating Collective Members. This Report will also identify the amount, if any, of Unclaimed Funds.
7. **Determination of Unclaimed Fund Use.** No later than fifteen (15) days after receipt of the Report described above, Collective Counsel and Defendant's Counsel shall inform the Settlement Administrator how the Unclaimed Funds are to be distributed. In the event the Parties determine the Unclaimed Funds will be tendered to a *cy pres* recipient, Collective Counsel and Defendant's Counsel shall identify the agreed *cy pres* recipient, and the Settlement Administrator shall be responsible for transferring the funds to the intended beneficiary and completing any tax requirements. Alternatively, should the Parties decide to

redistribute the Unclaimed Funds to the Settlement Collective Members, the Settlement Administrator shall apply the same formula used in calculating the original settlement amount to determine each Settlement Collective Members *pro rata* share of the Unclaimed Funds (“Redistributed Funds”). Each Settlement Collective Member will have thirty (30) days to cash the check containing their Redistributed Funds. Any amounts remaining unpaid at that time will be paid to a mutually agreed *cy pres* recipient.

- iii. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have solicited or will solicit or otherwise encourage directly or indirectly any Collective Member to elect not to participate in the Settlement. If a Collective Member does not become a Settlement Collective Member, Collective Counsel will not solicit, represent, or otherwise encourage that Non-Participating Collective Member to participate in separate litigation against Defendant.
- iv. **Waiver of Right to Appeal.** Provided that the disposition of the Action, including dismissal with prejudice (“Disposition”), is consistent with the terms and conditions of this Agreement, Settlement Collective Members, Defendant, and their respective counsel, hereby waive any and all rights to appeal from the Disposition, including all rights to any post-disposition proceeding and appellate proceeding, such as, but not limited to, a motion to vacate the Disposition, a motion for new trial, and any extraordinary writ. The Disposition therefore will become non-appealable as to the Parties at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-disposition proceedings. If an appeal is taken from the Disposition, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Disposition becomes Final.

G. Release of Claims.

- i. **Settlement Collective Member.** Each Settlement Collective Member agrees to release all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based upon the facts and claims asserted in the operative Complaint in this action, including under the Fair Labor Standards Act (“FLSA”), under the theories of quantum meruit, unjust enrichment, conversion, breach of contract, theft of labor, and any other state, federal, or local law related to the payment of wages, overtime, minimum wage, all claims for costs, attorneys’ fees and/or interest, or any other benefits against Defendant, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies,

subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (the “Released Parties”).

- ii. **Collective Representatives.** As of the date the Disposition becomes Final, the Collective Representatives hereby fully and finally release Defendant and the other Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to his or her work with Defendant that occurred during the Collective Period (“General Released Claims”). This release excludes only the release of claims not permitted by law. Additionally, the Collective Representatives will sign a standalone *General Release and Waiver* in the form attached hereto as Exhibit D contemporaneously with his or her execution of this *Settlement Agreement and Release*.
- iii. **Collective Counsel.** As of the date the Disposition becomes Final, and except as otherwise provided by this Agreement and the Disposition, Collective Counsel and any counsel associated with Collective Counsel waive any claim to costs and attorneys’ fees and expenses against Defendant arising from or related to the Action.

H. **No Effect on Other Benefits.** The Settlement Checks will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to the Settlement Collective Members, and Settlement Collective Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

I. **Miscellaneous Terms.**

i. **No Admission of Liability.**

- 1. Defendant and the Released Parties deny that they have engaged in any wrongful, tortious or other unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that any group of similarly situated employees exists to maintain a collective or class action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant or any Released Party of liability or wrongdoing, that any claim asserted by Collective Representatives were meritorious, that the Action could be litigated on a collective or class action basis, or that any defense asserted by

Defendant was non-meritorious, or an admission by Collective Representatives that any of the claims were non-meritorious or that any defense asserted by Defendant was meritorious. This Settlement and the fact that the Parties were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Defendant and Released Parties reserve the right to contest certification of any Collective or class for any reason and reserve all available defenses to claims in this Action or any future action or proceeding.

2. Neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Collective or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding, except for purposes of effectuating the Settlement pursuant to this Agreement.
 3. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
- ii. **Confidentiality.** The Parties agree to keep the Gross Settlement Fund confidential and agree to work together to keep all other terms confidential to the utmost allowed by the Court. The Parties also agree the Collective Representatives will not make derogatory statements, either written or oral, or otherwise disparage any Released Party or Defendant's products or services. The Parties will not make any public statements on their website, on social media, to news outlets, or otherwise regarding this matter. The Parties also agree these are material terms.
 - iii. **Limitation on Public Statements About Settlement.** Defendant may disclose the terms and contents of the Settlement, as required under their contractual and legal obligations. Collective Representatives and Collective Counsel agree not to issue press releases; communicate with or respond to any media or publication entities; publish, encourage or cause to be published information in manner or form, whether printed or electronic, on any medium; or to otherwise communicate, whether by print, video, recording or any other medium, with any

person or entity concerning the Settlement (the “Limitations”). The Limitations specifically prohibit discussion of the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Collective Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions with Collective Members, or from filing all necessary motions and supporting memoranda related to approval of the Settlement. Collective Counsel and Defendant’s Counsel shall not place notice of the Settlement on their respective websites. This provision also does not limit Collective Counsel from complying with ethical obligations or from posting court-filed documents on their website without commentary for viewing by Collective Members. The Parties agree these are material terms.

- iv. **No Other Clients.** Collective Counsel acknowledges the Collective Members are the only current clients who have claims asserted against the Released Parties or any of their officers, employees and/or agents, and Collective Counsel has no current plan or intention to file, join in, assist with, or solicit others to file, join in or assist with, any sort of legal action against the Released Parties. The Parties agree nothing in this Agreement shall be construed as or act as a restriction of Collective Counsel’s (and any firm with which they are associated) to practice law in accordance with applicable Rules of Professional Conduct, including Rule 5.06(b) of the Texas Rules of Professional Conduct and Rule 5.06(b) of the Illinois Rules of Professional Conduct.
- v. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- vi. **Attorney Authorization.** Collective Counsel and Defendant’s Counsel warrant and represent that they are authorized by Collective Representatives and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court for resolution.
- vii. **No Prior Assignments.** The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to

assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

- viii. **No Tax Advice.** Neither Collective Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- ix. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
- x. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- xi. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of Virginia.
- xii. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- xiii. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, considering all relevant factors, current and potential.
- xiv. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Collective Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Upon written notice, after the final disposition of this Action, whether by dismissal or exhaustion of all appeals or by settlement, within thirty (30) calendar days of such notice, the Parties:
 - 1. Shall destroy, or return to the producing party all confidential information in their possession, custody or control other than attorney work product and attorney-client communication; and
 - 2. Shall deliver to the producing party's counsel, written confirmation that there has been compliance with this paragraph;

Notwithstanding anything herein to the contrary, the deletion of electronic copies of the data of the other party shall be subject to such receiving party's

routine data backup policies and retention policies, and that the actual deletion of such electronic copies of the data of the other party may occur as such backup media is overwritten and as part of such retention policies.

- xv. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- xvi. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

<i>For the Collective</i>	<i>For Defendant, Maximus, Inc.</i>
Anderson Alexander, PLLC Clif Alexander Austin Anderson 819 N. Upper Broadway Corpus Christi, Texas 78401 (361) 452-1279 team@a2xlaw.com	Epstein, Becker & Green, P.C. Paul DeCamp 1227 25th Street, N.W., Suite 700 Washington, D.C. 20037 (202) 861-1819 PDeCamp@ebglaw.com
Butler Curwood, PLC Zev Antell 140 Virginia Street, Ste. 302 Richmond, Virginia 23219 (804) 648-4848 zev@butlercurwood.com	Adriana S. Kosovych 875 Third Avenue New York, NY 10022 (212) 351-4500 AKosovych@ebglaw.com


- xvii. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- xviii. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

IV. EXECUTION BY PARTIES AND COUNSEL

This Agreement is agreed to by and between the Parties below:

Date: _____

By: 
Sharey Thomas (Jan 30, 2023 15:47 CST)
Sharey Thomas
Collective Representative

Date: _____

By: _____
Laura Vick
Collective Representative

Date: _____

By: _____
Shannon Garner
Collective Representative

Date: _____

By: _____
Jimmelly Salcedo
Collective Representative

Date: 1/31/2023

By: David Francis
Maximus, Inc.
Defendant

Agreed as to Form:

Date: _____

By: _____
Anderson Alexander, PLLC, Collective Counsel

Date: Jan 31, 2023

By: Zev Antell
Butler Curwood, PLC, Collective Counsel

Date: _____

By: _____
Epstein, Becker & Green
Counsel for Defendant, Maximus, Inc.


IV. EXECUTION BY PARTIES AND COUNSEL

This Agreement is agreed to by and between the Parties below:

Date: _____

By: _____
Sharey Thomas
Collective Representative

Date: Jan 30, 2023

By:  _____
Laura Vick (Jan 30, 2023 17:01 EST)
Laura Vick
Collective Representative

Date: _____

By: _____
Shannon Garner
Collective Representative

Date: _____

By: _____
Jimmelly Salcedo
Collective Representative

Date: _____

By: _____
Maximus, Inc.
Defendant

Agreed as to Form:

Date: _____

By: _____
Anderson Alexander, PLLC, Collective Counsel

Date: _____

By: _____
Butler Curwood, PLC, Collective Counsel

Date: _____

By: _____
Epstein, Becker & Green
Counsel for Defendant, Maximus, Inc.

IV. EXECUTION BY PARTIES AND COUNSEL

This Agreement is agreed to by and between the Parties below:

Date: _____

By: _____
Sharey Thomas
Collective Representative

Date: _____

By: _____
Laura Vick
Collective Representative

Date: Jan 30, 2023

By: *Shannon L Garner*
Shannon L Garner (Jan 30, 2023 18:12 CST)
Shannon Garner
Collective Representative

Date: _____

By: _____
Jimmelly Salcedo
Collective Representative

Date: _____

By: _____
Maximus, Inc.
Defendant

Agreed as to Form:

Date: _____

By: _____
Anderson Alexander, PLLC, Collective Counsel

Date: _____

By: _____
Butler Curwood, PLC, Collective Counsel

Date: _____

By: _____
Epstein, Becker & Green
Counsel for Defendant, Maximus, Inc.

IV. EXECUTION BY PARTIES AND COUNSEL

This Agreement is agreed to by and between the Parties below:

Date: _____

By: _____
Sharey Thomas
Collective Representative


Date: _____

By: _____
Laura Vick
Collective Representative

Date: _____

By: _____
Shannon Garner
Collective Representative

Date: Jan 30, 2023

By: 
Jimnelly Salcedo (Jan 30, 2023 18:04 EST)
Jimnelly Salcedo
Collective Representative

Date: _____

By: _____
Maximus, Inc.
Defendant

Agreed as to Form:

Date: _____

By: _____
Anderson Alexander, PLLC, Collective Counsel

Date: _____

By: _____
Butler Curwood, PLC, Collective Counsel

Date: _____

By: _____
Epstein, Becker & Green
Counsel for Defendant, Maximus, Inc.

IV. EXECUTION BY PARTIES AND COUNSEL

This Agreement is agreed to by and between the Parties below:

Date: _____

By: _____
Sharey Thomas
Collective Representative

Date: _____

By: _____
Laura Vick
Collective Representative

Date: _____

By: _____
Shannon Garner
Collective Representative

Date: _____


By: _____
Jimmelly Salcedo
Collective Representative

Date: _____

By: _____
Maximus, Inc.
Defendant

Agreed as to Form:

Date: Jan 31, 2023

By: 
Cliff Alexander (Jan 31, 2023 11:22 CST)
Anderson Alexander, PLLC, Collective Counsel

Date: _____

By: _____
Butler Curwood, PLC, Collective Counsel

Date: 1/31/2023

By: Paul DeCamp
Epstein, Becker & Green
Counsel for Defendant, Maximus, Inc.

EXHIBIT 1.A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

SHAREY THOMAS, *et al.*,
Individually and on behalf
of all others similarly situated

Plaintiffs,

v.

MAXIMUS, INC.

Defendant.

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Civil Action No. 3:21-cv-00498-MRC

COLLECTIVE ACTION
PURSUANT TO 29 U.S.C. § 216(b)

A federal Court authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF COLLECTIVE ACTION SETTLEMENT

You are receiving this Notice because you worked for Maximus, Inc. (“Maximus” or “Defendant”) as an hourly call-center employee anywhere in the United States, at any time from July 30, 2018 through December 14, 2022 (the “Collective Period”), and you have previously filed a consent to join this Lawsuit.

This Notice involves the settlement of this Lawsuit which alleged that Maximus’ hourly call-center employees were not paid for all hours worked, and as a result, were denied overtime wages and/or straight time wages in violation of the Fair Labor Standards Act (“FLSA”) and relevant state wage and hour laws. Maximus maintains that it has always complied with all relevant laws, including the FLSA and all state wage and hour laws, and that it has paid all of its employees for all hours of work, consistent with the law and their policies that require all employees to accurately report and to be paid for all time worked.

The purpose of this Notice is to inform you of the settlement terms and your rights and options in connection with the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS	
DEPOSIT OR CASH YOUR SETTLEMENT CHECK	<p>If you deposit or cash the Settlement Check, you will be a Settlement Collective Member and will be bound by the terms of the Settlement Agreement, including the Release and Indemnification Provision, as identified in this Notice.</p> <p>The Settlement Check must be deposited or cashed by [60 days after date of mailing] or it will be voided, and the funds will be classified as Unclaimed Funds.</p>
DO NOTHING	<p>If you do not deposit or cash your Settlement Check, you will not participate in the settlement or release any claims, your check will be voided, and the funds allocated to you will be classified as Unclaimed Funds.</p>

WHAT THIS NOTICE CONTAINS

Why did I get this notice?	■
What is this Lawsuit about?	■
How are Settlement Payments Calculated?	■
How can I claim my payment?.....	■
How long do I have to cash my check?.....	■
Will I owe any taxes?	■
What rights am I giving up by depositing or cashing my Settlement Check?	■
Do I have to pay any attorney's fees or other costs?.....	■
Where do I find more information?.....	■
Who do I contact if I have further questions?	■

Why did I get this Notice?

You have been identified as a current or former hourly call-center employees who worked for Maximus, Inc., anywhere in the United States, at any time from July 30, 2018 through December 14, 2022, and you have already joined the Lawsuit.

On [REDACTED] 2023, the Court overseeing the Lawsuit approved a Settlement and ordered that this Notice be sent to all current and former hourly call-center employees who worked for Defendant and have already joined the Lawsuit. This Notice explains your rights related to the Settlement and what rights are affected.

Under the terms of the Settlement, you are entitled to receive a payment in the amount listed in below this Notice and in the Settlement Check enclosed with this Notice. Defendant will not and cannot retaliate against you for participation or non-participation in this settlement.

What is the Lawsuit about?

This Lawsuit alleged that, in violation of federal and state law, Defendant failed to pay its above-described hourly call-center employees for all hours worked and that as a result, such employees were not paid all wages, including overtime, to which they were entitled under federal and state law. This Lawsuit sought, on your behalf, damages from Defendant for these alleged unpaid wages, including overtime wages, liquidated damages and other applicable penalties or interest, and payment by Defendant of Collective Counsel's attorneys' fees and expenses.

Defendant denies any liability or wrongdoing of any kind. Defendant asserts that it has at all times paid all of its employees for all hours of work, consistent with the law and their policies that require all employees to accurately report and to be paid for all time worked. Defendant asserts that it has various policies, processes, and procedures to ensure that its employees are and have been paid for all hours worked and that it has at all times enforced its policies, processes, and procedures and has complied with all federal, state, and local law. Nonetheless, to avoid the costs and uncertainty of litigation, Defendant has agreed to a Settlement, pursuant to which you will be paid if you timely deposit or cash your Settlement Check that accompanies this Notice.

The United States District Court for the Eastern District of Virginia, Richmond Division, is overseeing this Lawsuit and settlement.

How Are Settlement Payments Calculated?

The Settlement Agreement requires that Defendant create a Gross Settlement Fund from which the amount remaining after deductions for the Collective Counsel Payment; the Settlement Administration Expenses; any Service Award payments; and any additionally authorized and incurred mediation costs (the "Net Settlement Fund"), will be allocated to the Collective Members. Defendant will be responsible to pay any employer-side payroll taxes. Each Collective Member will be allocated a *pro rata* share of the Net Settlement Fund that was calculated using a formula based upon on the number of weeks worked during the Collective Period. All determinations about weeks worked will be based upon Defendant's records.

Collective Representatives, Sharey Thomas, Laura Vick, Shannon Garner and Jimnelly Salcedo, will receive service awards totaling \$10,001.00, in addition to their *pro rata* share of the Net Settlement Fund to compensate them for initiating the Lawsuit, performing work in support of the Litigation, undertaking the risk of liability for Defendant's statutory costs in the event they were unsuccessful in the prosecution of the Lawsuit, and for their general release of all claims.

How can I claim my payment?

You can claim your payment under this agreement by depositing or cashing the Settlement Check enclosed with this Notice within sixty (60) days.

The gross amount you are entitled to under the Settlement Agreement is: **[insert amount]**. The Settlement Check includes payment for this amount, less any applicable withholdings and deductions, and is enclosed with this Notice of Settlement.

How long do I have to cash my check?

Your Settlement Check will have a date on it. The Settlement Check will be valid for sixty (60) calendar days from the date on the Settlement Check.

If you lose your Settlement Check or it is damaged in the mail, contact the Settlement Administrator, Rust Consulting, Inc. at **(phone number)**. You may be able to have it reissued, provided you ask within the 60-day time period.

If you do not deposit or cash your Settlement Check within 60 calendar days of the date it was issued, your Settlement Check will be void and the funds allocated to you will be classified as Unclaimed Funds.

Will I owe any taxes?

Fifty percent (50%) of the settlement payment amount you receive will be treated as wage income subject to applicable withholdings and deductions and W-2 reporting. Withholdings and deductions will have already been taken out of your Settlement Check for this portion of the settlement payment amount. The remaining fifty percent (50%) of the settlement payment amount is in settlement of claims for penalties, including liquidated damages, and shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

If you have questions about the tax consequences of the payment to you, you should consult with an accountant or other tax advisor. Collective Counsel cannot provide you with tax advice.

By cashing or depositing your Settlement Check, you agree that Defendant has not made any representations regarding the taxability of any payments made pursuant to this Agreement. You agree and warrant that you are, and remain, solely responsible for the timely payment of all taxes owed, if any, which have been due, or which may become due to any governmental authority from receipt of any funds received from Defendant pursuant to this Agreement.

What rights am I giving up by depositing or cashing my Settlement Check?

If you deposit or cash your Settlement Check, you agree to release Released Parties from the Released Claims, as defined below:

- A. “Released Claims” means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based upon the facts and claims asserted in the operative Complaint in this action, including under the Fair Labor Standards Act (“FLSA”), under the theories of quantum meruit, unjust enrichment, conversion, breach of contract, theft of labor, and any other state, federal, or local law related to the payment of wages, overtime, minimum wage, all claims for costs, attorneys’ fees and/or interest, or any other benefits against Defendant and Released Parties, as defined below.
- B. “Released Parties” means Defendant, Maximus, Inc., and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Your release of claims will only be effective if you deposit or cash your Settlement Check. If you do not deposit or cash your Settlement Check, you will not release any claims and your Settlement check will be voided.

Do I have to pay any attorney’s fees or other costs?

No. Your settlement payment amount will not be reduced in any way by the amounts, if any, awarded to the attorneys in the Lawsuit. Any awarded attorneys’ fees and costs will be paid out of the Gross Settlement Fund.

As part of the Settlement, the Court appointed Anderson Alexander, PLLC and Butler Curwood, PLC, as the attorneys for the Collective Members in this case (“Collective Counsel”).

The Court has approved an award of attorneys’ fees, costs, and litigation expenses in the amount of \$325,000.00. To date, Collective Counsel has been prosecuting the Lawsuit, without being paid, while advancing the costs and expenses of litigation on behalf of the Collective Members.

The address and contact information for Collective Counsel is:

Clif Alexander
Austin W. Anderson
Anderson Alexander, PLLC
819 N. Upper Broadway
Corpus Christi, Texas 78401
(361) 452-1279
team@a2xlaw.com

Zev Antell
Butler Curwood, PLC
140 Virginia Street, Ste. 302
Richmond, Virginia 23219
(804) 648-4848
zev@butlercurwood.com

Who do I contact if I have further questions?

The Settlement is being administered by the Settlement Administrator, Rust Consulting, Inc. The Settlement Administrator will be paid out of the Gross Settlement Amount. All questions or inquiries regarding this Notice and/or Settlement, including the amounts payable to you, settlement procedures or deadlines, or updates to your address, should be directed to the Settlement Administrator at: [Rust Phone Number] or [Rust Email]. If your question involves a request for legal advice, you may contact Collective Counsel at the phone numbers or addresses listed above in this Notice.

Where do I find more information?

This Notice is only a summary of the Lawsuit and the Settlement. For a more detailed statement of the Lawsuit or Settlement, you may refer to the pleadings, the Settlement Agreement, and the other papers filed in the Lawsuit, which may be requested from Collective Counsel. You also may obtain copies of this Notice and/or the Settlement Agreement or further information regarding the Settlement from Collective Counsel at the phone number, physical address, or email address provided above. Please direct all inquiries regarding the settlement procedures, or updates to your address to the Settlement Administrator, Rust Consulting, Inc., at [Rust Phone Number] or [Rust Email].

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY INQUIRIES.

EXHIBIT 1.B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

SHAREY THOMAS, *et al.*,
Individually and on behalf
of all others similarly situated

Plaintiffs,

v.

MAXIMUS, INC.

Defendant.

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Civil Action No. 3:21-cv-00498-MRC

COLLECTIVE ACTION
PURSUANT TO 29 U.S.C. § 216(b)

**[PROPOSED] ORDER APPROVING SETTLEMENT AND
DISMISSAL OF LAWSUIT WITH PREJUDICE**

After a review of Plaintiffs’ Unopposed Motion for Approval of Settlement, the Settlement Agreement and Release (“Settlement Agreement”), and the Declaration of Collective Counsel, the Court is satisfied that the settlement reached is a “fair and reasonable resolution of a bona fide dispute” under the Fair Labor Standards Act. *See Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982); 29 U.S.C. § 216.

It is therefore this _____ day of _____, 2023 Ordered and Adjudged as Follows:

1. The Settlement Agreement is APPROVED, including, but not limited to, the Service Award payments totalling \$10,001.00, the Collective Counsel Payment of \$325,000.00, Settlement Administration Expenses estimated not to exceed \$_____, and the Notice of Collective Action Settlement and notice process.

2. That for sole purposes of settlement, an FLSA collective action is further certified, consisting of the following:

ALL CURRENT AND FORMER HOURLY CALL-CENTER EMPLOYEES WHO WORKED FOR MAXIMUS, INC., ANYWHERE IN THE UNITED STATES, AT ANY TIME FROM JULY 30, 2018 THROUGH DECEMBER 14,

2022 (the “Collective Period”), and who have previously filed a consent to join this Action.

IT IS FURTHER ORDERED that:

- All capitalized terms not otherwise defined in this Order shall have the same meaning ascribed to them in the Settlement Agreement;
- Rust Consulting, Inc. will serve as “Settlement Administrator” in providing notice and administration services pursuant to the Settlement Agreement, and is hereby authorized to establish a Qualified Settlement Fund under 26 C.F.R. § 1.468B-1;
- Collective Representatives Sharey Thomas, Laura Vick, Shannon Garner, and Jimnelly Salcedo are appointed as the representatives for the Collective; and
- Collective Counsel (Anderson Alexander, PLLC (including Clif Alexander and Austin W. Anderson) and Butler Curwood, PLC (including Craig Curwood and Zev Antel) are approved as Collective Counsel for the Settlement Collective.

IT IS FURTHER ORDERED that the form and content of the Notice of Collective Action Settlement attached to the Settlement Agreement is adequate, proper, comports with Due Process, and is hereby approved and authorized for distribution to Collective Members;

IT IS FURTHER ORDERED that Counsel for the Parties are hereby authorized to jointly use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice, moderate extensions of time that do not alter effective dates, approval of minor changes to Settlement Administration Expenses, and minor changes to other exhibits that they jointly agree are reasonable or necessary.

IT IS FURTHER ORDERED that this case be and is DISMISSED with Prejudice and without any award of attorney fees or costs, except as provided in the approved Settlement Agreement. This Court will maintain jurisdiction over the administration of the Settlement Agreement.

Hon. Mark R. Colombell
United States Magistrate Judge

EXHIBIT 1.C

Exhibit C – Collective List

First Name	Last Name	First Name	Last Name
Waseem	Abdalla	Hassan	Alfaraj
Miranda	Abdallah	Kiano	Alford
Najeedah	Abdulhaqq	Atiba	Alfred
Misturah	Abdulkareem	Jahi	Algeciras
Allen	Abney	Felicia	Alger
Lawhitney	Abram	Hazara	Ali Martinez
Elizabeth	Abreu	Shakira	Allbritton
Roldan	Abundis	Rakajah	Allen
Adan	Acosta	Ranishia	Allen
Jessica	Acuna	Tonya	Allen
Sierra	Adams	Michael	Allen
Larry	Adams	Cheyanna	Allen
Nataka	Adams	Shayla	Allen
Amber	Adams	Joia	Allen
Celeste	Adams	Dennis	Allen
Erica	Adams	Leslie	Allen
Karen	Addison	Brandy	Allen
Maria	Adib	Reva	Alley
Doreen	Adjus	Elisabeth	Almanzar
Laura	Aguero	Alejandra	Almazan
Crystal	Aguilar	Ahmed	Almomen
Martin	Aguilar	Disnaldrys	Almonte
Nancy	Aguilar	Ali	Alshakhori
Erica	Aguilar	Lexsis	Alston
Laura	Aguilar	Maury	Alston
Zia	Aguilera	Daianny	Alvarado
Lindsay	Aguillard	Patricia	Alvarado
Ayonna	Ahart	Ricardo	Alvarez
Tashylia	Aikens	Isabel	Alvarez
Cinthia	Akers	Mayra	Alvarez
Susana	Alarcon	Christina	Alvarez
Samantha	Alberts Valentino-Cox	Emma	Amaya
Mark	Albright	Hailey	Ambroise
Brenda	Alcantar	Jennifer	Amigon
Edilly	Alcantara	Tatiana	Amos
Edward	Alcoser	Katrina	Amos
Manuel	Aldaba	Edward	Andem-Osu
Iris	Aldridge	Kirsten	Anderson
Shauntia	Alexander	Lacresia	Anderson
Mokeda	Alexander	Antoinette	Anderson
Renona	Alexander	Marissa	Anderson
Rachel	Alexander	Mariyona	Anderson
Malaja	Alexander	Gerri	Anderson
Jillian	Alexander	Shannon	Anderson
Stacy	Alexander-Melton	Tanner	Anderson

Exhibit C – Collective List

Candace	Anderson	Khalil	Austin
Timitra	Anderson	Tyneisha	Averett
Charlyn	Andino	Bluette	Aviles
Samila	Andrade	Marissa	Ayala
William	Andrews	Caridad	Ayala
Marcella	Andrews	Gloria	Ayala
Carol	Andrews	Fanny	Ayala
Tamacesis	Andrews	Scott	Ayotte
John	Angel	Carmella	Baber
Michael	Anino	Kennesha	Bacon
Thana	Annan	Anna	Badie
Crystal	Annarumma	Patricia	Baggett
Jazmyn	Ansotigue	Natasha	Bagley-Bazan
Vartan	Antashyan	Eboni	Bah
Ashley	Anthony	Eliezer	Bahena
Derek	Applegate	Asia	Bailey
Clarissa	Arce	Shyasianee	Bailey
Jeremiah	Archer	Brittany	Bailey
Nayketa	Ard	Daeshanique	Bailey
Jeremy	Ard	Linda	Bailey
Sandra	Argibay	Michelle	Bailey
Davon	Armstead	Jacqueline	Bailey
Dajuan	Armstrong	Sadiya	Bailey
Candice	Armstrong	Joshua	Baird
Shanice	Armstrong	Mustafa	Baity
Raven	Armstrong	Rebecca	Baker
Candice	Arnau	Shanece	Baker
Nicole	Arnaud	Jessica	Baker
Jessica	Arnold	Michelle	Baker
Jaraysha	Arnum	Atiyah	Baldwin
Morenike	Arraheem	Amy	Ball
Nancy	Arredondo	Detria	Ballio
Mykiah	Arrington	Nicolas	Banales
Daija	Arrington	Karen	Bandy
David	Arroyo	Adam	Banker
Elias	Arteaga	Tiffany	Banks
Christina	Arteaga	Taleya	Banks
Arnette	Artis	Lynette	Banks
Lakeya	Artis	Tara	Banks
Craig	Ash	Richard	Baptiste
Jennifer	Ashline	Audrianna	Barber
Tyler	Ashworth	Natasha	Barbum
Robert	Atkins	Andrianna	Barclay
DiNetria	Aultman	Melissa	Bardez Bain
Karoline	Auman	JaLyn	Barfield
Ellen	Austin	Destiny	Barfield

Exhibit C – Collective List

Jalaina	Barlow	Akira	Beard
Olivia	Barlow	Tishanna	Beard
Tiena	Barnas	Cordelia	Beard
Natasha	Barner	Octavia	Bearden
Jonathan	Barnes	Zakia	Beasley
Denisea	Barnes	Walter	Beasley
Kenneigha	Barnes	Vashon	Beatty
Tareak	Barnes	RaeNesa	Beauchamp
Adrian	Barnes	Rhonda	Beck
Monesia	Barnes	Chelsea	Beck
Branden	Barnes	Camila	Becker
Janair	Barnes	Glento	Beckett
Randi	Barnett	Lauren	Beecher
Felicia	Barnett	Kimberly	Beery
Nadian	Barnett	Umi	Begum
Sarah	Barnett	Tevin	Belim
Brenda	Barney	Brittany	Bell
Sade	Barnhart	Cindy	Bell
Genesis	Barrera	Natalie	Bell
Jumare	Barrett	Jennifer	Bell
Toniann	Barrett	La' Sha	Bell
April	Barrett	Justin	Belshan
Daniel	Barrientes Jr.	Charlisa	Ben-Asemota
Roger	Barrier	Atonia	Bender
Norma	Barriga	Scharvell	Bender
Valerie	Barron	Dominique	Bender
Josephine	Barron	Jessica	Benitez
Peggy	Barron	Sandy	Benjamin
Elizabeth	Bartolo	Nekosha	Bennett
Ashley	Barton	Alicia	Bennett
Aamina	Basir	Chanele	Bennett
Robbie	Baska	Tristan	Bennett
Felicia	Baskin	Johanna	Bennett
Taffy	Bass	Princess	Benoit
Cole	Bastman	Toya	Benson
Kimberly	Bates	Karlette	Berdin-Hughes
Brittly	Batey	Cynthia	Bergen
Yolimar	Batista	Jane	Berger
Wanda	Batista	Jennfier	Bergeron
Shaletha	Battle	Tiffany	Berkeley
Sylvia	Battle	Bridgette	Berlin
Savahn	Battle	Miranda	Bernal
Jamee	Battle	Katrina	Berry
Khryistasjah	Battles	Jason	Berry
Crystal	Baxter	Beatrice	Berry
Alexis	Bayless	Ariel	Bessette

Exhibit C – Collective List

Mae	Best	Trevincea	Bostick
Brittany	Bethea	Donald	Bott
Shamar	Beverly	Rachael	Bouchard
Joseph	Biermans	Carolyn	Boumait
Althea	Bigger	Brandy	Bounds
Sarah	Billeck	Mahagony	Bourne
Laquata	Binns	Maria	Bouwens
Tracy	Bissette	Deavon	Bowden
Erich	Black	Kenneth	Bowden
Cherish	Blackman	Shayla	Bowden
Bryan	Blaha	Karrice	Bowen
Carrie	Blair	Anzette	Bowens
Gail	Blair-Maria	Shaqia	Bowens
Melissa	Blair(Dupree)	Jasmine	Bowers
Alexis	Blakey	Laquasha	Bowles
Fatisha	Blanding	Jo	Boyce
Safari	Bleach	Desirae	Boyd
Desiree	Blevins	Jasmine	Boyd
Euniquia	Blutcher	Petrina	Boyland
Ashley	Blythe	Laconia	Boylston
Satara	Bobbitt	Tonisha	Bradford
Jean	Bobet	Jerinique	Bradley
Reshunda	Body	Lakeisha	Bradley
Jennifer	Boggan	Shalene	Brady
Nora	Bohinski	RaeQwon	Branch
Anastasia	Boiko	Aaron	Branch
Jerrel	Bolds III	Jena	Branch
Rex	Boling	Angelene	Brandon
Tarasha	Bolton	Julie	Branson
Shana	Bonds	Crystal	Brazzell
Joshua	Bonilla	Shatori	Breland
Taejor	Bonner	Janie	Bremer
Tawasha	Bonner	Hailee	Bremmer
Latoya	Bonner	Rosario	Brenes
Quality	Booker	Roylana	Brewton
Chela	Booker	Rhoda	Bridges
Choice	Booker	Johquavio	Briggs
MaLeigha	Booker	Tara	Brigham
Ryan	Booker	Emily	Brinegar
Alysha	Booker	Sonya	Brite
April	Boone	Danielle	Britt
Taylor	Boozel	Karen	Brittingham-Edmond
Louise	Boquet	Christina	Brock
Shawn	Borgosz	Daishondria	Brock
Gulnara	Borisova	Bettina	Brock
Zipporah	Bosley	Chevelle	Brockway

Exhibit C – Collective List

Priscila	Brody	Mark	Bryant
Diaquitia	Brookins	Miracle	Bryant
LaMesha	Brooks	Tyanna	Bryant
Keonda	Brooks	Yuni	Bryner
Sandra	Brooks	Taylor	Bubniak
Samantha	Brooks	Stacey	Buck
Marterrika	Brooks	Alexandria	Buckingham
Aris	Brooks	Sophia	Buckley
Jaria	Brooks	Joseph	Buckley
Valerie	Brown	Tiffany	Buford
Andria	Brown	Rhiannon	Buften
Crystal	Brown	Melissa	Bugeja
Hyacinth	Brown	Blanca	Bujanda
Misty	Brown	Madeline	Bula
Karmaletha	Brown	Amber	Bullard
Uticka	Brown	James	Bulmer
Delora	Brown	Jay	Bunting
Windell	Brown	Arlene	Burciaga
Joshua	Brown	Shavonna	Burgess
Antonio	Brown	Chanise	Burgess
Etta	Brown	Yajaira	Burgos
Amanda	Brown	Allen	Burkes
Kourtney	Brown	Tepeka	Burnett
Alisha	brown	Deserie	Burningham
Keisha	Brown	Latoya	Burns
Iesha	Brown	Dorothy	Burns
Barbara	Brown	Katrina	Burns
Austan	Brown	Tiashia	Burros
Tiffany	Brown	Kristina	Burroughs
Tiffany	Brown	Robynn	Burse
Jacqueline	Brown	Jill	Burse
Reyad	Brown	Latandria	Burton
Aleeya	Brown	Tamara	Burton
John	Brown Jr	Antrezia	Burton
Danielle	Brown Smith	Scipio Aaron	Burton
Hunter	Browning	Ketoyia	Burwell
Waketha	Browning	Ilise	Bush
Shauntel	Brownlee	Lisa	Buskirk
Joshua	Brumfield	Shakiera	Butler
Leslie	Brumfield	Brittany	Butler
Kayla	Brumley	Brittany	Butler
Debbie	Brumlow	Lisa	Butler
Sivoy	Brunson	Melanie	Butler
Aleshia	Bryant	Marlynn	Butler
Robin	Bryant	Talonda	Butler
Chantaria	Bryant	Kelly	Butsko

Exhibit C – Collective List

Jennifer	Byrd	Janette	Cantor
Kiyawna	Byrd	Maria	Cantu
Thomas	Byrd	Juana	Cantu
Nina	Byrd-Powell	Theresa	Cantu
Mario	Caballero	Ruben	Cantu
Melanie	Cabo	Ty'Arra	Canty
Betssy	Cabrera	Christopher	Capers
Lorena	Cabrera	Lisa	Caplinger
Jeremiah	Caddell	Paul	Carbone
Laura	Cadena	Yaritza	Cardenales
Cynthia	Cadle	Cynthia	Cardenas
Linda	Cahill	Daisy	Cardenas
Samantha	Cain	Malena	Cardinal
Joanne	Calas	Terry	Cargill
Brittany	Calder	Howard	Carn
Jorge	Calderon	Jose	Caro
Adina	Caldwell	Toni	Carpenter
Diamara	Caldwell - French	Valerie	Carpenter
Porsche	Calicott	Ashley	Carr
Amanda	Callahan	Serina	Carr
Tiera	Calloway	Kathryn	Carr
Maria	Camacho	Jessica	Carranza
Cittlaly	Camacho	Jose	Carrasco
Jeanning	Camarena	Sylvia	Carrasco
Elizabeth	Camargo	Homero	Carrera Jr.
Luciana	Camarillo	Carolina	Carrillo
Reagan	Cameron	Pablo	Carrillo
Dylan	Cammel	Carolina	Carrillo
Justin "Justine"	Camp	Lashauna	Carrington
Jolene	Campbell	Luis	Carrion
Elvira	Campbell	Patricia	Carrion
Nicole	Campbell	Cathleen	Carrizal
Rachel	Campbell	Deondre	Carron
Shantana	Campbell	Brooklyn	Carson
Kimani	Campbell	Jameika	Carson
Khadejah	Campbell	Jessika	Cartagena
Barbara	Campbell	Linda	Carter
Alondra	Campos	Christina	Carter
Natasha	Campos	Holly	Carter
Eileen	Canales	Deandre	Carter
Tyion	Cannon	Anthony	Carter
Tracy	Cannon	Sheronta	Carter
Ileana	Cano	Jared	Carter
Enrique	Cano	Vera	Carter
Victor	Cano	Mikala	Carter
Erika	Cano	Christopher	Carty

Exhibit C – Collective List

Maria	Casarez	Nyamuoch	Chieng
Gabriel	Casarez	Ingling	Chin
Veronica	Casey	Carlos	Chinn
Patrick	Casey	Angela	Chisolm
Maci	Casey	Tez	Chong
Jessica	Cash	Robbie	Christian
Kelly	Castano	Mayyah	Christian
Cynthia	Castellanos	VaChastity	Christian
Gloricela	Castillo	Janet	Chrusciel
Dakota	Castner	Travonda	Church
Sofia	Castorena	Natasha	Cintron
Sydney	Castro	Genesis	Clack
Estefany	Castro	Fedra	Clapp
Carolina	Castro	Adrian	Clarillo
Rosario	Castro	Shana	Clark
Tiffany	Cathey	Shantica	Clark
Cheryl	Cauley	Janice	Clark
Samantha	Cayson	Diamonique	Clark
Eric	Ceballos	Kainaya	Clark
Patricia	Cenoble	Doris	Clarke
Nicole	Centola	Shelly	Clate
Lauren	Cephas	Denotra	Clayton
Sylvia	Cerda	Christine	Clayton
Iris	Chacon	Jasmine	Clayton
Christian	Chalmers	Lyndsay	Clayton
Erika	Chamberlain	Sandra	Clayton
Leslie	Chambliss	Ana	Clemens
Caitlin	Champen	Joeletta	Clemons
Callie	Chance	Christene	Clifton
Avnik	Chand	Milton	Clifton Jr.
DeElla	Chandler	Zakiya	Clyburn
Johanna	Chandler	Kayla	Coates
Danielle	Chaplin	Joy	Coats
Mariah	Charles	Keajha	Cobb
Anita	Chasteen	Robert	Coble
Sean	Chatman	Margaret	Cocchiaro
Jontearia	Chattman	Leslie	Coffee
Destiny	Chavez	Darien	Coffey-Coon
Ariana	Chavez	Taylor	Cofield
Mileidy	Chavez	Michaela	Cole
Maria	Chavez	Kenneth	Cole
Taccara	Chavis	Brian	Cole
Earline	Cherry-Griffin	Vianca	Cole
Thalia	Chery	Wykeria	Coleman
Sheryl	Chesner	Brittany	Coleman
Pu Yun	Chiang	Kellie	Coleman

Exhibit C – Collective List

Porsha	Coleman	Michael	Covalt
Taurean	Coleman	Guadalupe	Covarrubias
Tawana	Coleman	Conswela	Covington
Shaaaira	Colemen	Linda	Covington
Jendaihi	Coles	Karen	Cowan
Debra	Coles	Shannon	Cowart
Delvis	Collazo	Aisha	Cowart
Sherry	Collier	Austin	Cox
Ava	Collier	Dimyiona	Cox
Jessica	Collins	Cynthia	Cox
Demitrich	Collins	William	Cox
Chrishionte	Coman	Christopher	Cox
Brittany	Conerly	Sadie	Cozad
Leonard	Conerly	Toni	Crabtree
Lisa	Conley	Laqundra	Craft
Aaliyah	Contreras	Talisa	Craig
Michelle	Cook	Adrienne	Craig
Sabrina	Cook	Amanda	Craig Freeman
Darqueitta	Cook	Sharon	Crandall
Candice	Cook	Charles	Crawford
Katherine	Cook	Drema	Crenshaw
Patricia	Cook	Emmanuel	Crespo
Cassandra	Cook	Wendy	Crespo
Marcia	Cooley	Scott	Crim
Bryan	Coombs	Mandy	Cromer
Amanda	Coons	Towanda	Cromitie
Brandy	Cooper	Taylor	Croom
Shakhir	Cooper	Auzunay	Crosby
Tierranae	Cooper	Rose	Crosby
Kyle	Cooper	Janell	Crosley
Keana	Copeland	Katrina	Cross
Aqueelah	Copeland	Ashley	Crowley
Jessica	Corazon	Cionnay	Crumbly
Nytoria	Corbett	Lillian	Crumwell
Chelsea	Corbett	Viviane	Cruz
Mark	Cordell	Ily	Cruz
Carolyn	Corey	Ashley	Cruz
Scott	Corley	Denise	Cruz
Joseph	Corral	Sergio	Cruz
Mileydi	Cortez	Nancy	Cruz
Alberto	Cortez Jr.	William	Cruz
Teresa	Cosme	Elizet	Cruz
Diana	Costello	Miguel	Cruz
Princess	Costillo	Stefany	Cubero
Jaylen	Cotman	Julie	Cuellar
Vanessa	Cotton	Nathan	Cuevas

Exhibit C – Collective List

Su'Ryah	Cullins	Cayla	Davis
Shantana	Cumba	Kiara	Davis
Joshua	Cunigan	Elana	Davis
Megan	Curran	Avia	Davis
I'Lyn	Curry	Mario	Davis
Kayliyah	Curry	Zykuria	Davis
Dezarae	Curry	Shavonda	Davis
Nicole	Curti	Lashawn	Davis
Claudia	Curtis	Tamia	Davis
Jharmekia	Curtis	Tinique	Davis
Anthony	Cutaia	Lenora	Davis
Mary	Cyran	Terry	Davis
Catherine	D'ortona	Gabriel	Davison
Jacob	Dagirmanjian	Mae	Dawkins
Ashley	Dalcour	Kimberly	Dawson
Wanda	Dales	Amari	Daye
Miracle	Dalton	Jeannette	De Guerrero
Cynthia	Daniel	Natali	De La Cruz
Natangela	Darby	Jennifer	De La Fe
Charles	Darty	Alice	De La Rosa
Kiara	Davenport	Teresa	De La Torre
Jade	Davenport	Denise	De Leon
Amelia	David	Icy	Deal
Casey	Davidson	Darlene	Dean
Michael	Davila	Idalmis	DeArmas
Juan	Davila III	Deanna	Deberry
Barbara	Davis	Chris	Deckard
Laquandra	Davis	Colby	Deer
Elise	Davis	Bradley	Dees
Angela	Davis	Lesley	DeGraff
Ashley	Davis	Keisha	Dehaney
LaQuata	Davis	Tracey	Deigel
Daionna	Davis	Graze	Del Bosque
Ladeja	Davis	Bianca	Delacruz
Tandra	Davis	Shemika	Delaney
Marcus	Davis	Marlayna	Delco
Raymond	Davis	Ana	Deleon
Teela	Davis	Veronica	Deleon
Darlene	Davis	Clarissa	DeLeon
Sheila	Davis	Irma	Delgado
Levoria	Davis	Philip	Demas
Debora	Davis	Kashanna	Denham
Jermica	Davis	Laresha	Dennis
Nattanna	Davis	Chantel	Dennis
Tanya	Davis	Jamiricale	Dennis
Aprille	Davis	Colleener	Dennis

Exhibit C – Collective List

Asia	Deshay	Unique	Dorman
Barry	Deshazo	Chatia	Dorsey
Rubin	Dessein	Toishenia	Dorsey
Janet	Desselles	Calvin	Downes
Steven	Dessie	Eryn	Drake
Rosemary	DeVeaux	Cynthia	Drayton
Hydi	Devillier	Marc	Dregely
Yonathan	Diaz	Charnelle	Drigo
Marginett	Diaz	Carol	Drone
Diana	Diaz	Lynn	Drummond
Selena	Diaz	Desiree	Dry
Nilda	Diaz	Jena	Ducksworth
Gitzai	Diaz	KaDeidra	Ducré
Lillian	Diaz Arroyo	Tasheika	Dugas
Jessica	Diaz Charriez	Diamond	Duhart
Orlando	Diaz Jr	Eniola	Dumas
Keisy	Diaz Melendez	Juliana	Dumas
Joyce	Dickinson-Mackin	TajShanniqua	Dunbar
Fallen	Diggs	Corlett	Dunbar
Shanta	Dillahunt	Antionetta	Duncan
Cecillya	Dillion	Terry	Duncan
Kristian	Dillon	Morgan	Dunn
Cammie	Dillon	Jacquelyn	Dunn
Linda	Diodonet	Bebe	Dupree
Kimberly	Dix	Fernando	Duran
Kimberly	Dixon	Wendy	Duran
Miguel	Dixon	Briana	Dustin
Marquise	Dixon	Antoinette	Duty
Maya	Dixon	Katrina	Duvall
Valerie	Dixon	Mary	Dwellingham
Gregory	Dixon	Mary	Early
Ashley	Dixon	Tanaisha	Easter
Natishia	Dixon	Mashana	Easterly
Haniyf	Diyn	Kaylan	Eastland
Reginald	Dobbs	Audra	Eaton
Wendy	Dobie	Naishah	Ebanks
Jerricka	Dobson	Roseline	Echanique
Shequoia	Dockery	Jessica	Echevarria
Michelle	Doers	Edna	Echeverry
Jazzmin	Domenech	Shanta	Echols
Abril	Dominguez	Shulissa	Edmonds
Marlene	Dominguez	Willene	Edouard
Kimberly	Donaldson	Wislande	Edouard
Jacquell	Donaldson	Kobe	Edwards
Michelle	Dones	Domonique	Edwards
Charlsa	Donohue	Delia	Edwards

Exhibit C – Collective List

Danielle	Edwards	Crystal	Esteppe
Sylvia	Edwards	Kristen	Estes
Damien	Edwards	Karen	Estes
Devonsha	Edwards	Janely	Estrada
Tara	Edwards	Anne-Marie	Estrada
Jorea	Ejezie	Erika	Estrada
Melinda	Eldefonso	Cynthia	Estrada
Lisa	Elder	Kimberly	Estrada
Loretta	Elkins	Jasmin	Estupinan
Brashonna	Ellington	Gerald	Etherton
Jasmine	Ellis	Mikel	Euline
Gkayla	Ellis	Lakoshal	Evans
Shanterra	Ellis	TiChina	Evans
Angie	Ellis	Shannon	Evans
Tusdai	Ellison	Taileeya	Evans
Katie	Ellison	Leslie	Evans
Lora	Elza	Sherry	Evans
Isabella	Emenes	Aris	Evans
Alexandra	Emerson	Mallory	Evans
Valencia	Emmelman	Danyelle	Evans
Monique	Emory	Javonda	Evans
Jose	Enciso	Sherree	Evans
Jan	Endes	Korria	Everett
Shawna	English	Kattie	Everett
Marian	English	Sharada	Everett
Sierra	English	Hunter	Eversole
David	Enoch	Lori	Eversole
Marilyn	Enofe	Raquel	Ewing
Diamonique	Epps	Tracy	Ewins
Victoria	Erikson	Selvilla	Ezeiruaku
Tasha	Ernest	Oluwayomi	Fabamise
Imane	Errayes	Michelle	Fairchild
Alonia	Ervin	Heather	Fairchild
Joanna	Escalante	Angelica	Fairley
Mary	Escobedo	Alise	Fairley
Oswaldo	Escorcia	Teresa	Faison
Laquita	Eskridge	Jearline	Falkner
Carolina	Esparza	Savannah	Farnsworth
Nina	Esparza	Keith	Farrow
Krisstopher	Espinal	Akeylia	Favors
Melanie	Espinal	Rosie	Fayson
Gloria	Espino	Jamal	Fedrick
Emilyana	Espinoza	Brandon	Feeley
Monica	Esquibel	India	Felder
Hana	Esquivel	Wanda	Felder
Laura	Estavillo	Shalisa	Felder

Exhibit C – Collective List

Jacqueline	Felton	Robert	Forer
Shania	Fenner	Madeline	Foret
Pamela	Ferguson	Nettie	Fornea
Lisa	Ferguson	Adasia	Fortenberr
Kenadi	Ferguson	Lacey	Fortice
Venise	Ferguson	Goldie	Fosam
Miguel	Fernandez	Shajaine	Foskey-Gause
Karalex	Ferrance	Montasia	Foster
Stefanie	Ferris	Patricia	Foster
Bailey	Field	Latanya	Foster
Torren	Fields	Ashley	Foster
Stephanie	Fields	Kiondria	Fountain
Tiericka	Fields	Jesse	Fountain
Shariah	Fields	Laketha	Fowler
Vonda	Fields	Ina	Fox
Tiffany	Fields	Ariana	Franco
Frances	Figueroa-Gonzalez	Gloria	Franco
Shellie	Finch	Marceline	Frank
Sandra	Fisher	Tara	Franklin
Alnisha	Fisher	Britney	Franklin
Imani	Fitzgerald	Yolanda	Franklin
Vicky	Fitzmorris	Amanda	Franklin
Skiyias	Flagler	Tia	Frazier
Briana	Fleming	Kiazha	Frazier
Gloria	Fleming	John	Frederick
Arian	Flemings	Angela	Fredricks
Cynia	Flemming	Annecy	Freebairn
Anna	Flemmings	Don	Freeman
Doree	Flinn	Rennie	Freeman
Steven	Flockhart	Ja'Vonte	Freeman
Jessica	Flores	Shavaka	Freeman
Diana	Flores	Jamenia	Freeman
Maricruz	Flores	Nicole	Freeman
Ciara	Flores	Nikole	Frescas
Jhoanna	Flores	Chantel	Friend
Helga	Flores	Emily	Frosch
Evan	Flores Jr	Shelawndra	Frye
Jasmine	Flowers	Elizabeth	Fulford
Vasco	Floyd	Kimberly	Fulton
Brittney	Folen	Lucinda	Furey
Jim	Folkerts	Justis	Futrell
Roger	Folkes	Frank	Gabel
Tina	Fontecchio	Dextor	Gadson Jr
Kemon	Ford	Sherry	Gaffney
Reyvann	Ford	Schameika	Gainers
Shaquila	Fordham	Marcellus	Gaines

Exhibit C – Collective List

Derek	Gaines	Cherie	Garner
Anna	Gaines	Jalen	Garner
Misty	Gaither	September	Garnett
Yunilda	Galan	Jasmine	Garraway
Miriam	Galarza	Demitres	Garrett
Walter	Galdamez	Amber	Garrett
Dorie	Gale	Markeis	Garrett
Adela	Gallardo	Paris	Garrison
Kaylee	Gallegos	Brandi	Garza
Brittany	Gamble	Elizabeth	Garza
Taylor	Gamble	Edna	Garza
William	Gamble	Oraisa	Garza
Martha	Gamez	Crystal	Garza
Chris	Gammage	Jose	Garza
Tierra	Ganzy	Alex	Garza
Janet	Gaona	Brittny	Garza
Raul	Garate Trevino	Jayzia	Gaskin
Karla	Garcia	Sharisse	Gaskin
Danny	Garcia	Alice	Gast
Jose	Garcia	Ladeja	Gaston
Issis	Garcia	Frank	Gaston
Corina	Garcia	Aarionna	Gaston
Carolina	Garcia	Kia'toya	Gathings
Aclael	Garcia	Deborah	Gay
Rodrigo	Garcia	Hawaii	Gaynor
Nancy	Garcia	Elizabeth	Gedeon
Deandra	Garcia	Nina	Geiselman-Oatis
Adriana	Garcia	Jackson	Geisler
Beatriz	Garcia	Kimberly	Gensel
Vennessa	Garcia	Aaron	Gentry
Jessica	Garcia	Jazmine	George
Victoria	Garcia	Keziah	George
Mario	Garcia	Kelly	George
Bianca	Garcia	Gorman	George
Kimberly	Garcia	Sevayka	Gere
Bridget	Garcia	Yietsiannie	Gerena
Gloria	Garcia	Lysandra	Germosen
Stephanie	Garcia	Krista	Gibson
Victoria	Garcia	David	Gil
Breanna	Gardner	Angelina	Gilbert
Jessie	Gardner	Keidra	Gilbert
Destiny	Gardner	Brandon	Giles
Timothy	Garland	Kimberly	Giles
Shannon	Garner	Stephanie	Gilfillan
Marian	Garner	Kierra	Gill
Jailah	Garner	Andrea	Gill

Exhibit C – Collective List

Michael	Gill	Janice	Goolsby
Jessica	Gillespie	Thyrie	Gordon
Alanna	Gilliam	Shatisha	Gordon
Karen	Gillogly	Christine	Gordon
Kseniya	Gilmeev	Nelson	Goris
Kimberly	Gilmore	Erica	Goss
Jennifer	Gilvin	Kimberly	Gould
Tynique	Gilyard	Kelly	Gower
Mark	Gingras	Jaleah	Grace
Robert	Girouard	Karen	Grady
Carmen	Gisore	Carrie	Gragg
Billy	Givens	Ladasha	Graham
Mary	Glamuzina	Maisha	Graham
Carlos	Glasgow	Nakeshia	Graham
Jodi	Gleed	La'Vera	Graham
Monique	Glenn	Keaf	Graham
Jason	Glogowski	Lucinda	Graham
Cherie	Glover	Tonya	Graham
Chelsea	Goard	Irma	Granados
Sheila	Goddard	Quinterria	Granderson
Algerine	Godwin-Mitchell	Christopher	Grant
Jacqueline	Goertz	Brad	Grantham
Jennifer	Goetz	Lisa	Grasby
Angela	Goings	Veronica	Graves
Tyana	Goins	Irma	Gray
Mary	Golembewski	Lukresha	Gray
Georgina	Gomez	Ashli	Gray
Gabriel	Gomez	Jamese	Gray
Annya	Gomez De Herrera	Donisha	Gray
Crystal	Gonzales	Valerie	Graziade
Stephanie	Gonzales	Earl	Greason
Diana	Gonzalez	Jakia	Green
Christian	Gonzalez	Kiashia	Green
Vimarie	Gonzalez	Carolyn	Green
Rachell	Gonzalez	Danielle	Green
Gaspar	Gonzalez	Shirley	Green
Jonathan	Gonzalez	Latifia	Green
Anacristina	Gonzalez	Jarrell	Green
Rosaisela	Gonzalez	Whitney	Green
Jazmin	Gonzalez	Deandrea	Green
Alisa	Goode	Tecumseh	Green
Kamia	Goodman	Shareef	Green
Rita	Goodrich	Alicia	Green
Reneisha	Goodridge	Breana	Greene
DAngelo	Goodwyn	Deidre	Greene
Amanda	Goodwyn	Robert	Greene

Exhibit C – Collective List

Jasmyn	Greene	Robert	Hambrick
Tamika	Gregory	Katrina	Hamelinck-McCullough
Destiny	Griffin	Brooke-Lynne	Hamilton
Amanda	Griffin	Miranda	Hamilton
Shana	Griffin	Nicholas	Hamilton
Shamara	Griffin	Sharon	Hampton
Linda	Griffin	Equoia	Hampton-Jameson
Shannon	Griffin	Jeff	Han
Jalesia	Griffin	Michael	Hancock
Angelia	Griffith	Martina	Haney
Sharnece	Grimes	Ronyale	Hannon
Shaquanda	Grizzle	Jawana	Hansen
Melissa	Groves	Kalei	Hardcastle
Maria	Guajardo	Kristshonna	Hardy
Edgar	Guerra	Natasha	Hardy
Dora	Guerra	Falana	Hare
Cinthia	Guevara	Joshua	Hargrove
Crystal	Gunby	Jalesa	Harkless
Etoria	Gunn	Miyeashia	Harmon
Brian	Gunning	Sharon	Harmon
Karli	Guthrie	Selena	Harms
Janet	Gutierrez	Byron	Harper
Veronica	Gutierrez	Nan	Harper
Tiffany	Gutierrez	Krisa	Harper
Linda	Gutierrez	Whitney	Harps-Shiver
Monica	Gutierrez-Altenhof	Fatima	Harrell
Anna	Hackler	Keyuna	Harrington
Kristina	Hackman	Keona	Harrington
Jarade	Hagans	Jasmine	Harris
Diana	Hagen	Raneshia	Harris
Roscoe	Hale	Kionna	Harris
Brandi	Hale	Mya	Harris
Barbara	Hale	Ashley	Harris
Lanycha	Hall	Addie	Harris
Savannah	Hall	Kimberly	Harris
Jamisha	Hall	A'Jacara	Harris
Chantel	Hall	Tiyanna	Harris
Baxter	Hall	Shaquavia	Harris
Tiera	Hall	Kenya	Harris
Kendrea	Hall	Mikita	Harris
Kevin	Hall	Julie	Harris
ShTazhah	Hall	Essence	Harris
Raykita	Hall	Ashley	Harris
Taylor	Hall	Michael	Harris
Sharitta	Hall	Samara	Harris
Whitney	Hallgrimson	Monique	Harris

Exhibit C – Collective List

Brittany	Harris	Jeremy	Helms
Latanya	Harris	Jade	Henderson
Rhonda	Harris (Bolden)	Shanesha	Henderson
Amber	Harrison	Carissa	Henderson
Tashan	Harrison	Shajuanda	Henderson
Jomurrin	Harrison	Kimberly	Hennekes
Tina	Harrison	Semaja	Henry
Romania	Harry	Ciera	Henry
Bre'al	Hart	Chelsea	Henry
Aaliyah	Harten	Karey	Henson
Charlinda	Hartfield	Melissa	Hernandez
Tanea	Hartsfield	Mariela	Hernandez
Jazlyn	Harvard	Dezarae	Hernandez
Jaquedia	Harvey	Emma	Hernandez
Jasmine	Harvey	Karli	Hernandez
Donnette	Harvey	Esther	Hernandez
Grayson	Harwood	Gavi	Hernandez
Adaire	Haskins	Juan	Hernandez
Shawntel	Haskins	Lauren	Hernandez
Unique	Haskins	Lydia	Hernandez
Ilanit	Hasky	Amy	Hernandez
Lucy	Hasley	Berta	Hernandez
Billie	Haston	Numar	Hernandez Calero
Ronald	Hatfield	Monet	Herod
Greg	Hauer	Nancy	Herrera
Kamoy	Haughton	Elizabeth	Herrera
Sierra	Havens	Shilsy	Herrera
Danielle	Hawthorne	Roberto	Herrera
Martnesha	Hawthorne	Shelsy	Herrera
Leira	Hawthorne	Ruben	Herrera
Laton	Haye	Kimberly	Herring-Misere
Dondra	Hayes	Neil	Herry
Amy	Hayes	Bethina	Hersey
Katrina	Hayes	Martrice	Hester
Darrielle	Hayes	Tara	Hester
Nashunner	Haynes	Traisha	Hester
Cursharra	Haynes	David	Hester II
Tiaira	Haynes	Jeffrey	Heu
Don	Haynes	Jzhyiah	Heyward
Jasmine	Haynes	Brandon	Heyward
Domique	Hays	April	Hicks
Cheryl	Hays	Erykah	Hicks
Maurice	Heath	Rechelle	Hicks
Cynthia	Heinlein	Tenisha	Higginbotham
Samantha	Heinrich	Khadijah	Higgins
Hannah	Helm	Larrishia	Higgins

Exhibit C – Collective List

Margaret	Higgs	Theresa	Holmes
Daniela	Hightower	Mercaydes	Holmes
Amy	Hill	Jayda	Holmes
Charne	Hill	Wesley	Holt
Shannon	Hill	Bobbi	Honeycutt
Kandra	Hill	Nia	Hood
DeAisha	Hill	Sade	Hood
Tinesha	Hill	Angel	Hooper
Tyshonda	Hill	Carolyn	Hoover
Carrie	Hill	Glenda	Hopkins
Latoria	Hill	Camika	Horn
Denisha	Hill	Emmy	Horn
LaDashia	Hill	Jerri	Horton
Shree	Hill	Lukina	Hosey
Kevin	Hill	Matthew	Hosey
Cheryl	Hill	Melissa	Hoskins
Tamya	Hill	Hunter	Hotchkiss
Ellis	Hill, Jr	Jonathan	House
Aeqhica	Hillard	Trinity	House
Kama	Hiller	Harry	House III
Robin	Hills	Roland	Houser
Blake	Hinson	Stephen	Houskeeper
Shalonda	Hinton	Tacora	Houston
Gearline	Hinton	Ashlee	Houston
Donna	Hladis	Jonathan	Houston
Michelle	Hoag	Pennie	Houston
Melanie	Hobbs	Crystal	Howard
Billy	Hodge	Jasmine	Howard
Shantelle	Hodge	Latisha	Howard
Donna	Hodgins	Christa	Howard
Latonya	Hodrick	Janay	Howard
Shemain	Holcomb	Carolyn	Howard
Katelynn	Holden	Sylvia	Howie
Samantha	Holden	Carma	Howze
Shakirah	Holleman	Michelle	Hubbard
Michelle	Holley	Charlotte	Hubbard
Ja"Tyavia	Holley	Arquicia	Hudson
Kenrick	Holliday	Tommisha	Hudson
Sharee	Hollingsworth	Amisha	Hudson
Judy	Hollingsworth	Kaynyia	Huggins
Sharon	Holloway	Karen	Hulak
Kristina	Holloway	Amy Shari	Hulse
Jessica	Holmes	Kierra	Humbles
Lakila	Holmes	Reando	Humphrey
Hailee	Holmes	Noah	Humphus
Gladys	Holmes	Shamardre	Hundley-Chambers

Exhibit C – Collective List

Carmen	Hunt	Ursula	Jaigobind
Amanda	Hunt	Maria	Jaimes
Aliya	Hunter	Keiana	James
Jahnesha	Hunter	Abreona	James
Shaniqua	Hunter	Tim	James
Elizabeth	Hunter	Arainah	James
Cecelia	Hunter	Elise	Janciuras
Nicholas	Hurley	Crystal	Jaquez
Indiara	Hurt	Nadria	Jarman
Mirke	Hurtado	Christina	Jaron
Amy	Huse	Jasmine	Jarrett
Amber	Hyden	Janasia	Jarrett
Lynn	Hymes	Valenties	Jasper
Johnnelle	Hymon	Mayra	Jasso
Maria	Ibarra	Rosamaria	Jaurigue
Maricela	Ibarra	Brian	Jayqua
Andrea	Iglesias	Ksenia	Jean
Demetrius	Iglesias	Hayley	Jefcoat
Shanon	Ingram	Katrina	Jefferson
Brittany	Ingram	Erykah	Jefferson
Angel	Isom	Tonica	Jefferson
Amanda	Izaguirre	Marie	Jefferson
Joyce	Jackson	Harlan	Jefferson
Shiketa	Jackson	Rachelle	Jefferson-Watson
Sherell	Jackson	Taquisha	Jeffries
Tonya	Jackson	Terri	Jenkins
Kimberly	Jackson	Desiree	Jenkins
Gerald	Jackson	Jennifer	Jenkins
Lona	Jackson	Jesslyn	Jenkins
Greta	Jackson	Mindy	Jenkins
Jolesha	Jackson	Deidra	Jenkins
Coleen	Jackson	Jeilah	Jenkins
DeShawn	Jackson	Raveen	Jennings
Jimmiqua	Jackson	Dominique	Jewell
Diamond	Jackson	Jennifer	Jimboy
Donte	Jackson	Christina	Jimenez
Noryah	Jackson	Gabrielle	Jimenez
Dennisha	Jackson	Kristy	Jimenez
Shantice	Jackson	Carmen	Jimenez
Jassandra	Jackson	Juan Manuel	Jimenez Lopez
Aaliyah	Jackson	Marneiqwa	Johnson
Semaj	Jackson	Kiontranese	Johnson
Linda	Jackson	Christofer	Johnson
Aaron	Jackson	Ashanti	Johnson
Dominica	Jacobs	India	Johnson
Albert	Jagiello	Shaina	Johnson

Exhibit C – Collective List

Chaniqua	Johnson	Beneeka	Johnson
Brandi	Johnson	Marjorie	Johnson
Tenyah	Johnson	Sybrisha	Johnson
Courtney	Johnson	Carol	Johnson-Ford
Henry	Johnson	Teshia	Jones
Dominic	Johnson	Karen	Jones
Dominique	Johnson	Porsha	Jones
Sonia	Johnson	Lasha	Jones
Brittany	Johnson	Cindy	Jones
Mary	Johnson	Tasha	Jones
Tiana	Johnson	Tammy	Jones
Johnishia	Johnson	Tia Harris	Jones
Janie	Johnson	Saritta	Jones
Lea	Johnson	Jerry	Jones
Kendra	Johnson	Esme	Jones
Cynthia	Johnson	Deborahrose	Jones
Coty	Johnson	Candice	Jones
Otha	Johnson	Vanessa	Jones
Stacey	Johnson	Dashauna	Jones
Chasaidy	Johnson	Senia	Jones
Laaretha	Johnson	Ashley	Jones
Tramaine	Johnson	LaQuetta	Jones
Sabrina	Johnson	Kristi	Jones
Alexandra	Johnson	Albany	Jones
Carolyn	Johnson	Dawn	Jones
Kizzy	Johnson	Sheonte	Jones
Latonya	Johnson	Courtney	Jones
Tina	Johnson	Matthew	Jones
Shanayshia	Johnson	Jadenise	Jones
Kimberly	Johnson	Alecia	Jones
Adam	Johnson	Eric	Jones
Whitney	Johnson	Cana	Jones
Nya	Johnson	Kemi	Jones
Sandra	Johnson	LaTosha	Jones
Paula	Johnson	Angel	Jones
Yaneek	Johnson	Jason	Jones
Meghan	Johnson	Martice	Jones
Candace	Johnson	Brittany	Jones
Latrell	Johnson	Dejonnac	Jones
Kiaunnia	Johnson	Alisha	Jones
Angela	Johnson	Nadasia	Jones
Terriana	Johnson	Chauncey	Jones Jr.
Nakita	Johnson	Jina	Jophlin
Tarra	Johnson	Marshunda	Jordan
Emoni	Johnson	Pamela	Jordan
William	Johnson	Erica	Jordan

Exhibit C – Collective List

Anyia	Jordan	Sharil	Kennerdy
Brittany	Jordan	Amber	Kennerson
Deja	Jordan	Natasha-Marie	Kenney
Chris	Jordan	Zaniya	Kenney
Jodi	Jordan	Shieba	Kennon
Nautica	Jordan	Melinda	Kent
Annie	Joshua	Carson	Keown
Dominic	Juarez	Sonia	Kern
Ernesto	Juarez	Danielle	Key
Titiana	Jubilee	Larajanea	Keys
Brian	Juda	Delaware	Khan
Lishelle	Judd	Zain	Khan
Eric	Juliano	Shannon	Kilpatrick
Wayne	June Sr	NaChristta	Kinder
Dale	Jung	Trichelle	King
Kurt	Jurlow	Keami	King
Terri	Kackley	Lakisha	King
Cami	Kanda	Derek	King
Matthew	Kane	Saadiqah	King
Kayla	Kantor	Latasha	King
Amanda	Kanupp	Shana	King
Grace	Kaplan	Nia	King
Celia	Kasper	Jennifer	King
Rachael	Kay	Sarah	Kinman
Danielle	Kay	Shawntee	Kinsey
Celina	Kay	Jeffrey	Kipe
Timothy	Kay	Tyra	Kirby
Julie	Kearl	Allison	Kirch
Deuntrice	Keaton	Emily	Kirchhoff
Shaquazia	Kee	Whitney	Kirk
Adebayo	Kehinde	Teoni	Kirkland
Rebecca	Keilman Milewski	Cheryl	Kirkwood-Black
Erica	Kellam	Brandon	Kissinger
Ernest	Keller	Danielle	Kittles
Kayla	Keller	Kassandra	Kneale
Megan	Keller	Takimbra	Knight
Starr	Kelley	Kevin	Knight
Ariel	Kelley	Terrianna	Knight
LaDonna	Kelley	Douglas	Knighton
Aaron	Kelly	Youron	Knighton IV
Allyson	Kelly	Dallas	Knox
Everette	Kelly	Grace	Knuteson
Vince	Kemp	Kylie	Kocjan
Naja	Kemp	Keneisha	Koonce
TaQuanna	Kendle	Nuah-Plensch	Koryan
Kyrisha	Kendrick	Adelaja	Koudou

Exhibit C – Collective List

Makenzie	Krajniak	Julia	Lay
Sharon	Krieger	Emma	Lazalde
Anita	Kriete	Maitrang	Le
Carson	Krogman	Amy	Leatherman
Kimberly	Krulack	Eleanor	Lebeau
Jared	Krupela	Mirella	Lebron
Emily	Kuhne	Yazmin	Lechman
Aileen	Kulpon	Justin	Lechman
Shalini	Kumar	Alexis	Lee
Melissa	Kuskowski	Kalisha	Lee
Adier	Kwai	Tyquincia	Lee
Jennifer	Lacey	Judith	Lee
Andrea	Lackings	Valarie	Lee
Jerneka	Laird	Sandra	Lee
Denisha	Lake	Rebecca	Lee
Luetta	Lamatry	Ditayshia	Lee
Ludmilla	Lamothe	Anquenetta	Lee
Petula	Landfair	Kiara	Lee
Brenda	Landon	Thomas	LeGard
Minnie	Landrum	Tonya	Legard
Preston	Lane	Dajsha	Legge
Taiwana	Lang	Alfred	Lehman
Polly	Lange	Erika	Lemus
Linda	Lanouette	Diego	Leon
Christina	Lanphier	Stephanie	Leon
Edward	Lara	Thania	LEon
Flossie	Lara	Sanjuana	Leon
Ashley	Lares	Patrice	Lerneau
Brittany	Larkin	Raven	Leslie
John	Larkin	Nardya	Lett
Aaliyah	Larkins	Dietrich	Leuschner
Erica	Larkins	Uniqueka	Levi
Shanique	Larry	Kadejah	Levy
Michael	Larry	Kizzy	Lewis
Lakresha	Larson	Monique	Lewis
Brion	Lassiter	Sonia	Lewis
Xavier	Laster	Anastasia	Lewis
Tiffany	Latibeaudiere	Damion	Lewis
Jennifer	Lauler	Audrianna	Lewis
Idalid	Lavin	Tiffany	Lewis
Alessandra	Lavorgna	Lavondra	Lewis
Kim	Lawrence	Jenai	Lewis
Briana	Lawson	Brea	Lewis
Lachanda	Lawson	Jennifer	Lewis
Taqualla	Lawson	Alexis	Lewis
Jasmine	Lawson	Patra	Lewis

Exhibit C – Collective List

Khadijah	Lewis-Uqdah	Briana	Love
Eddy	Leyba Gomez	Elena	Loveday
Destin	Liebel	Elizabeth	Lovendahl
Deidre	Liggett	Ja Shunda	Lover
Shameika	Likely	Karena	Lovette
Dyaniqua	Lillie	Mary	Lowe
Alexis	Lilly	Maya	Lowe
Brooke	Lindsay	Lakesha	Lowe
Jatavia	Liner	Edward	Loya
Brandi	Lingo	Carrie	Lucas
Ronette	Linney	Serenity	Lucchesi
Lovenia	Lino	Jalissa	Lucky
Clarissa	Lipford	Jacqueline	Lucky
Sandra	Lise	Jessica	Luera
Jamie	Lisenbea	Aeleen	Lugo
Mark	Litman	Janett	Lugo
Shantel	Liverman	Tina	Lumbard
Mary	Lloyd	Lauren	Lumbra
Sharna	Lloyd	Lyndia	Luna
Nikki	Locke	Kristal	Luna
Zita	Lockett	Cassandra	Luna
Shakonda	Lockhart	Latisha	Lundy
Dominique	Lockley	Cierra	Lundy
Angela	Londeree	Danielle	Lundy
Kelsie	Long	Raymond	Lunsford
William	Long	Rodneisha	Lykes
Melissa	Longoria	Kayla	Lynard
Gloria	Lopez	Allayjhia	Lynch
Mariana	Lopez	Chelsea	Lynn
Maritza	Lopez	Christine	Lyon
Angelica	Lopez	James	Mabry, IV
Joana	Lopez	Mildred	Macario
Mariela	Lopez	Taylor	Maccutcheon
Lourdes	Lopez	Scott	Macek
Sandra	Lopez	Liliana	Machuca
Carmen	Lopez	Tina	Mack
Perla	Lopez	Laura	Macks
Yesica	Lopez-Prado	Nicoyia	Madden
Yee	Lor	Jade	Maestas
Joseph	Losavich	Luis	Magana
Jordan	Lott	Lovell	MAgee
Aries	Lott	Jalen	Magee
Arlisha	Lott	Angela	Magee
ShaVonne	Louis	Kenyatta	Magee
Misty	Lovato	Danaria	Magee
Sonia	Love	Savannah	Magee

Exhibit C – Collective List

Ebony	Magee	Ja'kara	Martin-DeWitt
Matthew	Mahalak	Armando	Martinez
Justin	Maholick	Carlos	Martinez
Amber	Maitner	Justin	Martinez
Angelina	Malave	Andrea	Martinez
Ingrid	Maldonado	Ofelia	Martinez
Yaqueline	Maldonado	Jacqueline	Martinez
Maria	Maldonado	Adan	Martinez
Carlos	Malespin	Nieva	Martinez
LaDonna	Mallory	Carmen	Martinez
Patricia	Malone	Karen	Martinez
Koslinnietta	Malone	Serenity	Martinez
Vincia	Maloney	Zahirah	Martinez
Daraje	Mamon	Susan	Martinez
Krystle	Mankins	Martin	Martinez
Danika	Manuel	Beatriz	Martinez
Laqueda	Marcelle	Tanya	Martinez
Millie	Marigny	Christine	Martinez
Raul	Marinez Jr.	Adaliz	Martinez
Michelle	Marion	Juan	Martinez Alvez
Latoya	Marion	Adaney	Martinez-Mata
JaDashia	Mark	Veronica	Mason
Jannifer	Mark	NaJia	Mason
Diamond	Mark	Alaicia	Mason
Brandy	Marks	Natasha	Mason
Jalante	Marks	Tyra	Mason
Leah	Marr	Christy	Masters
Ruverlyn	Marrero	Tristian	Mata
Thomas	Marsh	Diana	Mata
Andrew	Marshall	Francisco	Matamoros
Kala	Marshall	Victor	Mathias
Oddesy	Marshall	Ashlee	Mathis
Tammie	Marshall-Belcher	Justin	Mathis
Brooke	Marstella (Rapier)	Dannisha	Mathis
Jamie	Martin	Sheakila	Mathis
Shemira	Martin	Cara	Matthews
Jene	Martin	Veronica	Mattox
Tara	Martin	Precious	Maxwell-Hale
Shaniya	Martin	Racquel	Mayes
Michelle	Martin	Rodney	Mayfield
Gregory	Martin	Cassandra	Mays
Ebony	Martin	Naiimah	Mazyck
Danyelle	Martin	Keena	McAfee
Imonie	Martin	Nyree	McAllister
Teresa	Martin	Sherri	McBride
Neshell	Martin	Kayla	McCallum

Exhibit C – Collective List

Jhykeem	McCallum	Telisha	Mcintyre
Latanya	McCarthy	Jasmine	McIntyre
Keandra	McCarty	Jeffie	Mckamey
Garrett	McCaskell	Maria	McKenzie
Regina	McCaskell	Theola	McKenzie
Carla	McClain	Beyonka	McKey
Judith	McCluskey	Michael	McKinney-Scott
Deja	Mccorrey	Kyra	McKinnon
Carla	McCown	Shawn	McKnight
Erica	McCoy	Dawn	McKnight
Debra	McCoy	Jason	McLaurin
Helen	McCoy	Mia	McLeod
Jaylah	McCoy	Teresa	McLeod
Tanella	McCoy	Patrick	McLoughlin
Joycelyn	McCoy	Dkina	McMillan
Keneshia	McCray	Kimberly	McMillen
Tyneshia	McCray	Havilah	McMillon
Brian	McCree	Sharmon	Mcnabb
Micole	McCullon	April	McNabb
Trinesha	McCullough	Jasmin	McNeil
Carletta	McCullough	Kashmere	McNeil
Diane	McCullough	Lance	McNiel
Rhonda	McDaniel	Anthony	McRae
Tyreca	McDaniels	Letasha	McRay
Nekisha	McDonald	Artista	McWilliams
Michael	McDonald	LaTarveya	McZeal
Malik	McDonald	Sherrie-Ann	Mead
Mary	McDonald	Iyob	Mebrahtu
Monica	McFadden	Yordi	Medina
Ronald	McFadden	Fabian	Medina
Shanique	McFadden	Rosie	Medina
Ashley	McFadden	Abigail	Medina
Tanya	McFadden	Carlos	Medina, Jr
Sandra	McFadden	Hadley	Meek
Ella	McFarland	Carlos	Meija
Edward	McFarland	Carlos	Mejia
Kyteryion	McGee	Steven	Mejia
JaSenna	McGee	Nilsa	Mejias
Fazon	McGhie	Cheyenne	Melton
Charlease	McGill	Agustina	Mendez
Delisha	McGowan	Kimberly	Mendoza
Tomika	McGowan	Miranda	Menefee
Johneshia	McGraw	Robert	Menn
Jasmine	McGruder	Shaliza	Menuel
Tonia	McIlwain	Sheena	Meritte
Kelsey	McInnis	Michele	Merkle

Exhibit C – Collective List

Adriana	Mesquitic	April	Minns
Loma	Messer	Tiffany	Minor
Edna	Mestayer	Nina	Minter Johnson
Blanca	Mestres	Nicole	Minzie
Briana	Meyreles	Sandy	Misere
Kimberly	Meza	Neil	Mishkin
Odalina	Meza	Unique	Mitchell
Vianey	Meza	Makayla	Mitchell
Jamila	Michaud	Arneisha	Mitchell
Jordan	Miles	Troy	Mitchell
Haley	Miles	Brianna	Mitchell
Cheryl	Miles	Lacie	Mitchell
Courtney	Miley	Donna	Mitchell
Clarissa	Miley	Keith	Mitchell
Jacob	Millard	Endea	Mitchell
Stephanie	Miller	Deborah	Mitchell
Arituslexia	Miller	Tiana	Mitchell
Lacy	Miller	Carol	Mixon
Jeremiah	Miller	Tanaija	Mixon
Isha	Miller	Kasey	Mize
Michelle	Miller	Milagros	Moctezuma
Charity	Miller	Felicia	Modeste
Phyllis	Miller	Cacia	Moffett
Tammera	Miller	Myra	Moffett
Samuel	Miller	Zabrina	Moffett
Kellie	Miller	Quameisha	Moffett
Tashana	Miller	Abigail	Molenaar
Aaliyah	Miller	Ruby	Molina
Tralandria	Miller	Cindy	Molina
Taliyah	Miller	Maria	Moncada
Kimberly	Miller	Mignonne	Mondaoko
Monique	Miller	Malik	Monds
Laura	Mills	Oscar	Monroy
Silvia	Mills	Jacqueline	Montane
Latesha	Mills	Bertha	Montemayor
Selena	Mills	Edwin	Montes
candace	mills	Arturo	Montes
Lisa	Mills (Belt)	Jesse	Montgomery
Samuel	Milner	Terrai	Montgomery
Amber	Milsap	Mariana	Montoya-Pelaez
Jada	Milsap	Suzette	Monzon
Caprece	Milton	Mechelle	Mood-Henderson
Tangela	Mims	Daysia	Moody
Lynnette	Minatogawa	Tanisha	Moody
Delester	Mingo	Kalyishia	Moody
Katlin	Miniger	Tyler	Moody

Exhibit C – Collective List

Robert	Moon	Kayla	Muncy
Chantel	Moore	Shanique	Munivez
Yovonda	Moore	John	Munoz
Ashley	Moore	Sandra	Munoz
Tianne	Moore	Tyler	Munoz
Monique	Moore	Elvira	Muraira
Stephanie	Moore	Elvira	Muratova
Shawntrice	Moore	Arlett	Murillo
Paola	Mora	Kylia	Murphy
Stephanie	Morales	Kristen	Murphy
Angelys	Morales	Ashley	Murphy
Lilian	Morales	Sharon	Murphy
Mayra	Morales	Keonna	Murphy
Rebecca	Morales	Kelly	Murray
Cris	Morales	Shaamikka	Murray
Dominique	Morant	Janeshia	Murray
Silvia	Moreno	Christina	Murray
Griselda	Moreno (Martinez)	Teyondra	Murray
Danielle	Morgan	Kim	Murray
Miranda	Morgan	Danasha	Murray
Corinne	Moriarty	Jane	Muse
Helen	Moriarty-Fires	Erin	Muter
DaJane	Morris	Shanikqua	Myers
Honesti	Morris	Marcades	Myers
Latika	Morris	Marceya	Myers
Alisia	Morris	Lakisha	Myers
Sharon	Morris	Brandon	Myers
Gary	Morris Jr.	Sabrina	Myers
Amanda	Moseley	Monica	Myles
Carmen	Moseley	Tierra	Myrick
Jovan	Moseley	Trina	Myrick
Katrina	Moses	Ryan	Myrick
Jla	Moses	Alexandra	Najera
Morquesha	Mosley	Tanesha	Nalbantoglu
Berkia	Mosley	Sonia	Nambo
Keyonna	Mosley	Kimberly	Nance
Monquie	Mosley	Bonnie	Napier
Felecia	Mosley	Shelia	Napier
Baretta	Mosqueda	Virginia	Napier
Juan	Mosqueda	Yasmine	Napoles
Keisha	Mosquera	Veronica	Nash
Racquel	Moyco	Sadie	Navarro
Dorothy	Moye	Josue	Navarro
Jodie	Muir	Jessica	Navroski
Tequila	Mullins	Amber	Neary-Muszak
Tina	Mullins	Mattie	Neaves

Exhibit C – Collective List

James	Neblett	Ashley	Okobi
Renada	Nedrick	Andreya	Okwuasaba
Ilona	Nelson	Eric	Oladiji
Joanna	Nelson	Mellisa	Oldham
Martha	Nelson	Andrea	Olivarez
Matthew	Nelson	Sukendra	Oliver
Alicia	Nelson	Antrinet	Oliver
Angela	Nelson	Alexis	Oliver
Anasia	Nesbit	Omotayo	Omotoso
Jeremiah	Nettles	Joyce	Omuero
Tara	Nettleton	Celina	Ontiveros
Chelsey	Neuman	Teesha	Orr
Patricia	Nevels	Zuleima	Orr
Angel	Newberry	Susan	Orr
Tiawanna	Newell	Adrian	Orr
Mary	Newhart	Anthony	Ortega
Randy	Newsome	Esperanza	Ortiz
Jade	Newsome	Aida	Ortiz
Emekha	Newsome	Rosemary	Ortiz
Sharon	Ng	Elizabeth	Ortiz
Johnathan	Nichols	Amado	Ortiz
Ashley	Nicholson	Jaquette	Ortiz
Tierra	Nickens	Crystal	Osborn
Lucrece	Nicolas	Diamonique	Osborne
Victoria	Niedbalec	Gianely	Osorio
Alicea	Nieves	Kayla	Otey
J'Lynn	Niu	Dawn	Otis
Traci	Nixon	TaMeshia	Overton
Melissa	Noble	Jasmine	Owens
Johnny	Nolan	Lawrence	Paasche
Diamon	Norals	Aida	Pacheco
LaTonia	Norfleet	Michelle	Padgett
Derriel	Norman	Ceyra	Padilla
Amenia	Norman	Luis	Padilla
Chris	Norton	Gavina	Padilla
Tiffany	Norwood	Maricela	Padilla
Marlene	Nunez	Krystyne	Pagan
Deja	Nunn	TreAnna	Page
Teddra	Nutter	Domenic	Palumbo
Vanessa	O'Brien	Logan	Paris
Rachael	O'Brien	Ezekiel	Park
Aracelly	O'Caining	Jasmine	Parker
Samuel	O'Mara	Patricia	Parker
Orlando	Ochoa	Timothy	Parker
Gregory	Odom	Deja	Parker
Bonita	Odum	Brianna	Parks

Exhibit C – Collective List

Rebekah	Parks	Oscar	Perez
Tasha	Parnell	Jennifer	Perez
Keonte	Parnell	Melissa	Perez
Kelli	Parra	Lucy	Perez
Kendra	Parris	Raven	Perkins
Buzy	Parrott	Angel	Perkins
Kathy	Parson	Kelly	Perkins
Jamie	Partridge	Robyn	Perry
Kaylah	Patchen	Cainaan	Perryman
Regina	Pate	Rykera	Peters
Lamonte	Patrick	Angela	Peters
Zoe	Patten	Delaney	Peterson
Emoniii	Patterson	Teela	Peterson
Damon	Patterson	Serquiz	Peterson
Cynthia	Paul	Michael	Petrosky
Naya	Paul	Rosemary	Pettinger
Reiley	Paulewicz	Kyshawn	Pettway
Adrienne	Paulino	Secoya	Petty
Elizabeth	Paxon	Jacob	Petz
Dominic	Payne	Edwin	Peynado
Devante	Payne	TuyetMinh	Pham
Milexy	Payoute	Diamond	Phillips
Amanda	Peace	Aldayshunta	Phillips
Shawna	Peace	Sheridan	Phillips
Arleen	Peake	Nakiya	Pickens
Jana	Pearce	Jaclyn	Pierce
Carlos	Pearson	Emmanuella	Pierre
Kiara	Pearson	Deshica	Pigott
Todd	Pearson	Khristiana	Pigott
Tylera	Pearson	Rafael	Pillot
Michelle	Pearson	Shayla	Pinckney
Shameca	Pearson	Jessica	Pinckney
Latoya	Pease	Victor	Pinilla-Coxe
Kiddada	Peavy	Christine	Pinkston
Terika	Pellot-Rosa	Lettie	Pirtle
Gerardo	Pena	Matthew	Pittario
Rachael	Penaloza	Sirmedra	Pittman
Zaria	Pendergrass	Brandon	Pittman
Robin	Pennington	Teeanna	Pittman
Lori	Pennington	Shawanda	Pittman
Danna	Penton	Rodarrius	Pittman
Shelley	Penton	Mareesa	Pittman
Julianne	Peralta	Catesha	Pitts
Nasley	Peralta	Dbrina	Pitts
Erika	Peraza	Teyja	Platts
Adriana	Perez	Edna	Plummer

Exhibit C – Collective List

Kelly	Poe	Kimberley	Pullay
Tiffany	Poff	Katherine	Puntiel
Samantha	Polanco	Patty	Purcell
Pamela	Polanco	Brittany	Purvis
Tina	Polk	David	Quackenbush
Amanda	Polk	Brenda	Qualls
Theron	Polk	Dilcia	Quevedo
Stacey	Polk	Alithia	Quick
James	Polk III	Debra	Quihuis
Eudora	Poole	Justin	Quinn
George	Poole	Essence	Quinn
Lashawnda	Porter	Lashanda	Quinn
Bryson	Porter	Jaylisa	Quinn
LaShaun	Posey	Joseph	Quintero
Claudia	Pospishil	Dora	Quiroz
Andrea	Poulos	Elizabeth	Rabideau
Clarissa	Pouncy-Bailey	Kyle	Radcliff
Jessica	Powell	Katayoun	Rahmani
Sabria	Powell	Mya	Railey
Ian	Powell	Nina	Rain
Anjl	Powell	Tereasa	Raine
Faith	Powell	Latasha	Raines
Lakeshia	Pratt	Veronica	Ramirez
Leila	Presha	Salvador	Ramirez
Micah	Presley	Leticia	Ramirez
Lakeisha	Preston	Samantha	Ramirez
Michelle	Preston	Jessica	Ramirez
Jennifer	Preston	Jose	Ramirez
Denise	Price	Astrid	Ramirez
Juanita	Price	Paloma	Ramirez
Madyson	Price	Gabriela	Ramirez
Threasa	Price	Susan	Ramirez
Khalid	Price	Haley	Ramos
Daryl	Pride	Angela	Ramos
Hedy	Priester	Aigul	Ramsey
Njide	Prieto	Andrew	Ramsey
Annie	Primer	Jessica	Rancifer
Henry	Prince	Scarlett	Randall
Nawartha	Proctor	Janesha	Randolph
Deborah	Proctor	Tennia	Randolph
Clarence	Profit	Lakiah	Randolph
Briana	Pruitt	Sharif	Ranger
Michael	Puckett	Cynthia	Ras
Cassie	Puckett	Safia	Rasouli
Brenda	Pulido	Osman	Rasul
Erica	Pulido	Robyn	Ratliff

Exhibit C – Collective List

La'Kendria	Ray	Sandra	Richardson
Kelly	Ray	Cynthia	Richardson
Jabrel	Ray	Henry	Richardson Jr
Albert	Reade	Dietra	Richter
Kathy	Reaser	Quantinishika	Riddick
Karen	Rechnitzer	Darrica	Ridley
Latotianna	Redd	Tiffany	Riegel
Shanique	Redingburg	Amee	Rietz
Cowanda	Reed	eni	Rigby
Chance	Reed	Christine	Riggins
Imani	Reed	Krystal	Riley
Tavaria	Reed	Shonda	Riley
Micala	Reed	Margarita	Riley
Valeah	Reed	Yvonne	Rios
Nafeesah	Reed	Raven	Ripley
Asha	Reese	Megan	Ritter
Joy	Reese	Johanna	Rivas
Lakenya	Reese	Yara	Rivera
Kiara	Reeves	Frances	Rivera
Stephanie	Reeves-Brooks	Tianna	Rivera
Lonnie	Reid	Carlos	Rivera
Ashley	Reid	Jose	Rivero
Alliah	Reid	Idella	Rivers
Alexis	Remington	Shaketa	Rivers
Vladimir	Renteria	Kiana	Robbins
Nancy	Resendez	Andrea	Robbins
Monique	Retinoso	Peyton	Robbins
Mara	Reupena	Antoinette	Roberson
Alejandro	Reyes	Mercedes	Roberts
Jose	Reyes	Whitney	Roberts
Patricia	Reyes	Takisha	Roberts
Philip	Reyes	Tianna	Roberts
Jose	Reyes Jr.	Gorden	Roberts
Naomi	Reynolds	Keri	Roberts
Melinda	Reynolds	Julio	Roberts
Mychal	Reynolds	Kayla	Roberts
Tyann	Rhodes	ARoyalty	Robertson
Amy	Rhodes	Chante	Robertson
Michael	Rhoten	Shannise	Robertson
Gabriely	Ricard	Karon	Robertson
Latisha	Rice	Lanita	Robertson
Jazlyn	Rice	Sophia	Robertson Brooks
Keyana	Rice	Tywonda	Robinson
Seana	Richardson	Temeka	Robinson
Amy	Richardson	Markesha	Robinson
Dawn	Richardson	LaShawn	Robinson

Exhibit C – Collective List

Tonya	Robinson	Alecia	Rogers
Brenda	Robinson	Lydia	Rogers
Ashauntique	Robinson	Ambreille	Rogers
Deja	Robinson	Jarina	Rogers
Regina	Robinson	June	Rogers-Batten
Geraldletta	Robinson	Ashley	Rollins
Tynetra	Robinson	Ebony	Rollins
Tamara	Robinson	Linda	Romero
Vivian	Robinson	Beatriz	Ronquillo
Jamaya	Robinson	Rosario	Roque
Tameko	Robinson	Alicia	Rosalez
Jasmine	Robinson-Hardy	Eilyn	Rosario
Veronica	Roblado	Daniela	Rosario
Karla	Robles	Juan	Rosario
Luz	Rocha	Amy	Rose
Elizabeth	Rock	Victoria	Ross
B	Rod-Girald	Sandy	Ross
Carmen	Rodas	Stephanie	Ross
Julie	Rodenbeck	Allan	Ross
Tuqueshia	Rodgers	Selene	Ross
Kathleen	Rodolico	Claudia	Ross
Hector	Rodriguez	Marla	Ross - Williams
Priscilla	Rodriguez	James	Rounds
Josue	Rodriguez	Corinthians	Route
Michelle	Rodriguez	Brenna	Rowell
Melissa	Rodriguez	Tammy	Royal
Sonia	Rodriguez	Brittney	Roybal
Alex	Rodriguez	Peggy	Roybal
Lisa	Rodriguez	Jayla	Royer
Carlos	Rodriguez	Armando	Rubio
Dexis	Rodriguez	Kaneisa	Rucker
Kimberly	Rodriguez	Jasmine	Rucker
Jennifer	Rodriguez	Savannah	Rudd
Diandra	Rodriguez	Breanne	Rudolph
Ashley	Rodriguez	Patricia	Ruef
Lisa	Rodriguez	Andrew	Ruggles
Savannah	Rodriguez	Luis	Ruiz
Omar	Rodriguez	Jessica	Ruiz
Monica	Rodriguez	San Juana	Ruiz
Andrea	Rodriguez	Silvia	Ruiz Lopez
Ashley	Rodriguez	Debbie	Ruiz-Vega
Denise	Rodriguez Gamboa	Amanda	Ruminer
Angella	Rodriques	Brasheka	Rumph
Joshua	Rodriquez	Michelle	Russell
Michele	Roe	Ophelia	Russell
Danielle	Rogers	Jameka	Russell

Exhibit C – Collective List

Bonita	Russell	Saul	Sandoval
Lavenda	Russell	Ja' Mya	Sanford
Angela	Russell-Marshall	Jennifer	Sanford
William	Sabatino	Amy	Sanfratello
Barbara	Sadongei	Agueda	Santana
Karen	Safar	Cheryl	Santee
Ashley	Saik	Maryeri	Santiago
Claudia	Salas	Jorge	Santiago Malave
Ebony	Salas	Alecsander	Santos
Jessica	Salazar	Chelsea	Santos Van Ryn
Franklin	Salazar	Dontrell	Sargent
Juana	Salazar	Tanicia	Satchell
Michelle	Salazar	Dana	Satterfield
Jimnelly	Salcedo	Tishma	Saucier
Yesenia	Salcedo	Tiffany	Sauls
Jennifer	Salcido	Adriannah	Saunders
Karla	Salinas	TeAsia	Saunders
Alejandra	Salinas	Katelyn	Saunders
Iris	Salinas	Shakila	Saunders
Muhammed	Saliu	Tiwanda	Saunders-Bagby
Shanyah	Sallye	Dianna	Sawyer
Aretha	Sampson	Aaron	Scarbrough
Clinton	Sams	Andrew	Scheschy
Crystal	Samuel	Martin	Schoen
Charice	Samuels	Ryan	Schreiber
Paul	Samuels	Alandya	Schumpert
Shanice	Samuels	Angela	Sciabica
Catherine	Sanchez	Christian	Scott
Angie	Sanchez	Kierra	Scott
Anilsa	Sanchez	Latrisha	Scott
Leah	Sanchez	Donzel	Scott
Silky	Sanchez	Keondra	Scott
Jessica	Sanchez	Sarah	Scott
Beatriz	Sanchez	Draylih	Scott
Ariana	Sanchez	Mebeke	Scott
Angel	Sanchez	Lucas	Scott
Carlos	Sanchez-Lopez	Denise	Scott
Nicole	Sanders	Liller	Scott
Katrina	Sanders	Ashley	Scott
Shantel	Sanders	Dannielle	Scott
Arlette	Sanders	Tancha	Scott
Derica	Sanders	Olliyah	Scott
Sajdah	Sanders	Tiffany	Scott
Becky	Sanders	Dmyah	Scott
Vanessa	Sandifer	Dion	Seaberry
Genesis	Sandoval	Jazmine	Seabron

Exhibit C – Collective List

Brenda	Seals	Tierra	Sider
Wendy	Searight	Elisabeth	Siliga
Samantha	Searles	Mariano	Silva
Andrew	Segal	Jorge	Silva
Jennifer	Segura	Symone	Simmons
Eliezer	Sein	Michaya	Simmons
William	Sell	Martha	Simmons
Pierre	Senat	Candy	Simon
India	Senko	Courtney	Simon
Jose	Sepulveda	Angela	Simpkins
Megan	Serna	John	Sisson
Angela	Serna	Shanelle	Sizemore
Pamela	Serrano	Samantha	Sizemore
Angel	Serrano	Amanda	Sizemore
Dajai	Sertin	James	Skoniecki
Makisha	Settle	Dorie	Slade
Amber	Sever	Sandra	Slone
Richard	Sewell	Porsha	Small
Karissa	Seymour	Courtney	Smallwood
Connie	Shanks	Theresa	Smallwood
Bethany	Shanks	Tametriss	Smart
Sonya	Shannon	Taisha	Smellie
Kimberly	Shannon	Karen	Smith
Brent	Shapiro	Kiara	Smith
Crystal	Sharkey	Willie	Smith
Emily	Sharp	Melissa	Smith
Lawana	Sharpe	Hakeem	Smith
Lestorsha	Shearin	Tomie	Smith
Brittnie	Sheeley	Jayla	Smith
Shana	Sheffield	Desiree	Smith
Lea	Sheng	Pavonne	Smith
Kasey	Shepard	Verna	Smith
Toni	Shepherd	Jordan	Smith
Robyn	Sheridan	Janie	Smith
Daija	Sherrill	Lachandra	Smith
Ratino	Sherrod	Samantha	Smith
Vickie	Shields	Maya	Smith
Soosan	Shikeb	Diana	Smith
Desirae	Shirley	Kathleen	Smith
Melissa	Shoemaker	Taylor	Smith
Amber	Shoemo	Gale	Smith
Shacora	Shoffner	Chakelia	Smith
Andrew	Short	Charlene	Smith
Chazoray	Shotwell	Kristen	Smith
Rachael	Shrout	Christina	Smith
Sharnarrius	Sibley	Alexia	Smith

Exhibit C – Collective List

Alisha	Smith	Karina	Sosa
Debbie	Smith	Tiffany	Soto
Lunye	Smith	Venus	Soto
Patricia	Smith	Rosa	Soto
Renee	Smith	Airrekia	Sowell
Sheila	Smith	Imani	Sowell
Timothy	Smith	Brittany	Spain
Shari	Smith	Kurt	Spangler
Ariel	Smith	Justin	Spann
Cierra	Smith	Kaleah	Spann
Samuel	Smith	Paul	Sparico
Kadijah	Smith	Juliana	Sparks
Sharvanna	Smith	Joimecia	Spears
Joyelle	Smith	Shaquita	Spells
Keirra	Smith	Markesse	Spencer
Myrna	Smith	Tanisha	Spencer
Paige	Smith	Meylena	Spencer
Hennessey	Smith	Kevin	Spencer
Lynnell	Smith	Alexa	Spikes
Gaynell	Smith	Tiffni	Spraggins
Sameria	Smith	Kelly	Spratley
Mariah	Smith	Lisabeth	Sprouse
Lakeciara	Smith	Devon	St. Hilaire
Audria	Smith	Valerie	Stacy
Stephen	Smith	Arisa	Stafford
Shawn	Smith	Tonjunic	Stanton
Auyana	Smith	Khadijah	Starke
Kadasia	Smith	Lartha	Starks
Nataya	Smith	Maria	Stasukinas
Marguerite	Smith	Seandra	Steed
Anthony	Smith Jr	Sheri	Steele
Delores	Smith-Pressley	Lanesha	Steele
Russell	Snead	Erica	Steen
Sienna	Sneed	Michele	Steinke
Natasha	Snow	Robin	Stellman
Rosita	Snyder	Monique	Stephens
Jason	Snyder	Renee	Stephens
Nikauris	Solano	Terrie	Stewart
Dialma	Solares	Devonicia	Stewart
Heidi	Solares	Desiree	Stewart
Michelle	Solis	Lula	Stewart
Awilda	Solis	Tylexus	Stewart
Yvette	Solomon	Reginald	Stewart
Steven	Solomon	Anthony	Stewart-Rodriguez
Aurora	Sorino-Sanchez	DaQuana	Stier
Gustavo	Sosa	Keith	Stinnett

Exhibit C – Collective List

Bradford	Stinson	Shanel	Taylor
Chanice	Stith	Lyonetta	Taylor
Leah	Stockbauer	Shamika	Taylor
Kimberly	Stockdale	Antonio	Taylor
Mary	Stohler	Yvonne	Taylor
Deborah	Stokes	Raquel	Taylor
Ambrea	Stokes	Abilgail	Taylor
Fredrika	Stone	Sakiya	Taylor
Elizabeth	Stone	Shatterrica	Taylor
Danielle	Stone	Alexandra	Taylor
Patricia	Story	Keajihia	Taylor
Alexandrea	Stowell	LaWana	Taylor
Tonya	Strange	Christina	Taylor
Shaquelia	Streeter	Jerrell	Taylor
Crystal	Strickland	Willie	Taylor
Monique	Stringer Olomidun	Anita	Taylor
Kiana	Stroble	LaQuel	Teasley
Emily	Suarez	Kimyelle	Teel
Anamaria	Suarez	Regina	Tenace
Samantha	Suchoski	Brandy	Terbay
Nadia	Sudiman	Beverly	Terbay
Kjaji	Sullivan	Cherie	TerHark
Judy	Sunkle	Loreisha	Terrell
Matthew	Sur	Sharon	Terry
Pamel	Sutton	Natasha	Terry
Emily	Sutton	Claude	Terry IV
Brittany	Swain	Dewayne	Tharpe
Tina	Swain	Annalesia	Tharpe
Armani	Sykes	Danielle	Thigpen
Ronald	Sylvas	Sharey	Thomas
Bianca	Sylvester	Terrany	Thomas
Floyd	Talley III	Kelly	Thomas
Osceola	Talps Jr.	Marcel	Thomas
Gerardo	Tamez	Christena	Thomas
Johanna	Tanguma	Yahaira	Thomas
Amelia	Tanner	Somer	Thomas
Chloe	Tanner	Tiffany	Thomas
Corrine	Tario	Naomi	Thomas
Emili	Tartt	Latiesha	Thomas
Pamela	Tate	Melissa	Thomas
Heather	Tate	Tyris	Thomas
Tiffany	Taulbee	Clarissa	Thomas
Secleary	Tavares Rios	Senayet	Thomas
Aimee	Tavarez	Tonisha	Thomas
Quache	Taylor	Kalyna	Thomas
Michael	Taylor	Angel	Thomas

Exhibit C – Collective List

Jamillah	Thomas	Angela	Tookes
Sandra	Thomas	Tajuando	Toomer
Brionna	Thomas	Raul	Torre Jr.
Kanesha	Thomas	Arnais	Torrence
Tylesha	Thomas	Pamela	Torrence
Riyauhna	Thomas	Maria	Torres
Joshua	Thomas	Maria	Torres
Farrah	Thomas	Nairary	Torres
Orrin	Thomas	Ismayra	Torres
Teresa	Thomas	Betsabeth	Torres
Raeceil	Thomas	Miguel	Torres
Nichele	Thompson	Emanuel	Torres Gonzalez
Argenia	Thompson	Genicia	Townes
Brittany	Thompson	Latosha	Townsel
Tywanda	Thompson	Thuyen	Tran
Dallas	Thompson	Kristina	Trask
Robin	Thompson	Aysia	Traxler
Krystal	Thompson	Clara	Trevino
Cherlyn	Thompson	Jannet	Trevino
Holly	Thompson	Julie	Trevino
Kimberly	Thompson	Maria	Treyna
Vanessa	Thompson	Lakeisha	Trimble
Ashanya	Thornton	Breanna	Trimm
Chartier	Thornton	Donna	Trimm
Chiquita	Thorpe	Sharon	Trimpe
Jasmine	Thrower	Vivian	Trinidad
Ailama	Tiatia	Timothy	Trobia
Brianna	Tillery	Shanika	Trotter
Tyeshia	Tillery	Zahara	Trotter
Bryan	Timar	Latasha	Trotter
Eriel	Timmons	Carizah	Trujillo
Tracy	Tims	Lexi	Tubbs
Milagros	Tippets	Calaya	Tucker
Allison	Tipton	Destiny	Tucker
Lisa	Tiscareno	Keisha	Tucker
Gregory	Tisdale	Alexis	Tucker
Mahalia	Tisdell	Kimya	Tull
Belinda	Tobin	Kimberly	Tullis
Brittney	Tobola	Sheryl	Tumlin
Grace	Todd	Jessica	Turman
Nevaeh	Tolbert	Latalya	Turner
Amber	Tolliver	Chiantia	Turner
Albresha	Tomlin	Elizabeth	Turner
Laquisa	Toney	Tai' Ja	Turner
Camallia	Toney	Kenya	Turner
Kendra	Tonic	Wanda	Turner

Exhibit C – Collective List

Ollie	Turner	Efrain	Ventura
Raykiya	Turner	Carmen	Venture
Audrey	Turner	Jessica	Vergara
Mitzi	Turner-Poynter	Laura	Vick
Anita	Tyler	Cory	Vick
Andria	Tyler	Rajeen	Vick
Asiah	Tyrone	Tyesha	Vickers
Mary	Tyrone	Lizbeth	Vidal
Sasha	Tyson	Jennifer	Vielma
Aurelia	Tyson	Maia	Viera-Pagan
Belinda	Underhill	Heather	Vierra
Jillian	Uravage	Lynette	Villa
Diane	Urena	Jessica	Villegas
Ranelle	Vaituu	Caren	Villegas
Bianca	Valadez	Kianna	Vincent
Melissa	Valdez	Shareaka	Vinson
Lizeth	Valdez	Margarita	Violante
Yeismarie	Valentin	Michelle	Virchis
Angel	Valentin	Shana	Vitello
Jonayvi	Valera	Cecil	Vizcaino
Vanessa	Vallon	Haili	Vollen
Jessica	Valtierra	Carolynn	Vowles
Krysten	Vance	Camille	Wade
Erik	Vandermark	Almeche	Wade
Sarah	VanLerberg-June	Ashley	Wade (Taylor)
Julia	VanNostrand	Valerie	Wade-Williams
Ashley	VanZant	Alan	Wagner
Virginia	Vargas	Iona	Wakole
Zina	Varnado	Curtis	Walker
Kendrick	Varnado	D'Asia	Walker
Bridget	Varnado	Dikita	Walker
Simone	Varnado	Kimberly	Walker
Iyonee	Varner	Clinta	Walker
Carmen	Vasquez	Karesha	Walker
Eduardo	Vasquez	Timothy	Walker
Channel	Vaughan	Kevia	Walker
Jade	Vaughn	Sylvia	Walker
Jennifer	Vega	Shannon	Walker
Maria	Vega	Corrissa	Walker
Leyla	Vega	Tariq	Walker
Patricia	Vega	Nylah	Wall
Magda	Vela	Janine	Wallace
Cristian	Velazquez	Gwennetta	Wallace
Yasmin	Velez	Talia	Wallace-Wilson
Yvonne	Velez	Robert	Wallace, Jr
Lesley	Velez	Mahogany	Waller

Exhibit C – Collective List

Whitney	Waller	Michael	Welch
Calvin	Wallerich	Lucinda	Weleski
Tajea	Walmon	Arnee	Wells
Teeyanna	Walrond	Don	Wells
Tresia	Walters	Donald	Wells
Andrea	Walton	Jonathan	Wembley
Dana	Ward	Ivy	Wendel
Aaliyah	Ward	Gabriela	Wesnofske
Penny	Ward	Katelyn	Wessell
Michelle	Ward	Daizha	West
Anise	Ward	Christopher	West
Misty	Ward	Ines	West
Tinika	Ward	Stephanie	West
Jonathan	Ward	Emma	West
Toni	Wardrup	Brenda	West
Brandon	Warfield	Tashima	West-Smith
Janard	Warnick	Melanie	Westbrook
Bionca	Warren	Angeleana	Westmoreland
Tashyra	Warren	Jessica	Westry
Heather	Warren	Megan	Wey
Maureen	Warren	Kayla	Wey
Jeffery	Warren	Crissy	Whatley
Katesha	Warren	Stephanie	Wheeler
Tyrone	Washington	Laporchia	Wherry
Erica	Washington	Deja	Whidbee
Brenda	Watkins	Shelly	Whitaker
Tanasia	Watson	Channen	Whitaker
Nicholas	Watson	Fazon	Whitaker
Frances	Watson	Judy	Whitaker
Rhamiyhea	Watson	Q'Ianna	White
Sherika	Watts	Laysha	White
Shawna	Watts	Donna	White
Demetrius	Watts	Jacqueline	White
Janelle	Wayman	Louis	White
Davonte	Weary	Alexander	White
Alaiyah	Weathers	Joyshayla	White
Synicia	Weathers	Raymeka	White
Tynicia	Weathers	Lynette	White
Destiny	Weaver	Brittany	White
Cindy	Webster	Charlita	White
Jamesha	Weeden	Laura	White
Justin	Weekly	Alexis	Whitehead
Terry	Weeks	Krystin	Whitehead
Willie	Weems III	Cassandra	Whitfield
James	Weir	Crystal	Whitfield
Michael	Welch	Elaine	Whiting

Exhibit C – Collective List

Shamon	Whiting	Larissa	Williams
Kemel	Whitley	Rejinia	Williams
Lena	Whitney	Shawndeohjia	Williams
Jacquelyn	Whitney	Amiya	Williams
Johnell	Whitney	Kayla	Williams
Nicole	Whitson	Douglas	Williams
Brittany	Whitworth	Shamika	Williams
Bethany	Whitworth	Kenhantia	Williams
Anita	Wilburn	Patera	Williams
Shayita	Wilcher	Linda	Williams
Pura	Wilcox	Tamara	Williams
Alexandria	Wiles	Kiara	Williams
Katrina	Wiley	Aaron	Williams
Kimberly	Wiley	Alyssia	Williams
Ashley	Wilfong	Treasure	Williams
Lori	Wilfong	Antwanique	Williams
Shannon	Wilkerson	Nichole	Williams
Thomas	Wilkins	Ashleigh	Williams
Octavia	Wilkins	Janquell	Williams
David	Wilkins	Lexy	Williams
Katrina	Wilkinson	Tatyana	Williams
Linda	Wilks	Ayawna	Williams
Ella	Willard	Danielle	Williams
Kalylan	Willett	Kadijah	Williams
Mahogany	Williams	Alores	Williams-Bray
Martha	Williams	Michelle	Willis
Kristina	Williams	Jennifer	Wilmert
Shavonne	Williams	Ebony	Wilson
Rhonda	Williams	Kaila	Wilson
TyKesha	Williams	Jmaiya	Wilson
Dennise	Williams	Erica	Wilson
Brianna	Williams	Tashonna	Wilson
Michael	Williams	Gerahme	Wilson
Dominique	Williams	Annette	Wilson
Serina	Williams	Tara	Wilson
Ameenah	Williams	Betty	Wilson
Megan	Williams	George	Wilson
Courtney	Williams	Lashelle	Wilson
Chandra	Williams	Kristin	Wilson
Jackie	Williams	Sach	Wilson
Juanita	Williams	Shyrurah	Wilson
Princess	Williams	Sharnett	Wilson
Alonia	Williams	Denise	Windham
Rebecca	Williams	Genilla	Windham
Shenekka	Williams	Christy	Windham
Shaneise	Williams	Crystal	Windham

Exhibit C – Collective List

Kara	Winfield	Nicole	Wynn
Jerome	Winston	Dominique	Wynn
Jasmine	Winters	Angel	Wynn
Raekesh	Winters	Christy	Wyrzten
Ivana	Wise	Rebecca	Yandell
Arya	Witner	Dolores	Yanez
Sidney	Womick	Luisa	Yanez
Nga Ping	Wong	Victoria	Yawn
Myesto	Wood	Yolanda	Ybarra
Courtney	Wood	Candice	Yeager
Sharita	Woodbury	Armando	Yoteco JR
Anicia	Woods	Nyeshia	Young
Rosalyn	Woods	Lynn	Young
Valerie	Woods	Monique	Young
Sherry	Woods	Antionette	Young
Angela	Woods	Rasheeda	Young
Ra'shaun	Woods	Rachelle	Young
Katrice	Woods	Jason	Young
Demayah	Woods Johnson	Miggaila	Young
Chantel	Woods-McClellon	Breana	Young
Ashton	Woodson	Quianna	Young
Amy	Woodward	Breanka	Youngblood
Amanda	Woodward	Stephen	Yunginger
Natalie	Woody	Seth	Zachariah
Andrea	Woolum	Kacie	Zahm
Daina	Wooten	Maria	Zamarron
Juanita	Worboys	Jenna	Zamarron
Laura	Wright	Esther	Zami
Tara	Wright	Leonel	Zamora
Renita	Wright	Karina	Zamora
Daniel	Wright	Selena	Zamudio
Jaylen	Wright	Juliette	Zanfardino
Dorothy	Wright	Kevin	Zang
Shalia	Wright	Mario	Zaragoza
Ebony	Wright	Laura	Zavala
Tiarra	Wright	Michelle	Zavala
Jerry	Wright	Andreina	Zayas
Sheantea	Wright	Alfonso	Zepeda
Chenell	Wright	Sandy	Zhao
Jimmie	Wright Jr	Kelley	Zimmerli
Angela	Wroten Woodard	Angeli	Zubin
Dana	Wyatt	Gabriel	Zuniga Jr.
Jasmine	Wyatt	Aaron	Zwain

EXHIBIT 1.D

GENERAL SETTLEMENT AND RELEASE AGREEMENT

THIS AGREEMENT (the “Release Agreement”) is made by and between Defendant, Maximus, Inc. (hereinafter “Maximus” or “Defendant”) and Collective Representatives, Sharey Thomas, Laura Vick, Shannon Garner, and Jimnelly Salcedo (collectively, “Plaintiffs” or “Collective Representatives”), respectively.

WHEREAS, on July 30, 2018, Plaintiffs filed this collective/class action lawsuit in the United States District Court for the Eastern District of Virginia, Richmond Division, styled *Thomas et al. v. Maximus, Inc.*, Case No. 3:21-CV-00498-MRC (the “Lawsuit”).

WHEREAS, Defendant denied and continues to deny the allegations raised in the Lawsuit; and

WHEREAS, Defendant and Collective Representatives negotiated a Settlement Agreement and Release (“Settlement Agreement”) on behalf of the collective that Plaintiffs sought to represent. In addition to the disputes resolved between Plaintiffs and Defendant related to the collective settlement, Collective Representatives and Defendant mutually desire to resolve and all remaining disputes between Plaintiffs and Released Parties (as defined herein), and as part of receiving a Service Award, the Collective Representatives will fully release any and all claims they have against Released Parties.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Defendant and the Collective Representatives (referred to together as the “Parties”) as follows:

1. Release of All Claims. In consideration of Maximus’ payment to Collective Representatives of the Collective Representative’ Service Awards as described in the Settlement Agreement to be filed in this Lawsuit, as approved by the Court, Collective Representatives hereby fully waive, discharge, and release Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”) from any and all liabilities, obligations, claims, debts, demands, damages, costs, expenses, covenants, attorneys’ fees, actions and causes of action, of any kind or nature whatsoever, in contract, tort, law, equity, or otherwise, whether known or unknown, past or present, patent or latent, anticipated or unanticipated, accrued or unaccrued, which may have accrued or arisen at any time on or prior to the date this Release Agreement is signed by the Collective Representatives. The Collective Representatives acknowledge that matters now unknown to them may have given rise to claims which are presently unknown and that this release has been given in light of that acknowledgment. In addition to the claims the Collective Representatives release in the Settlement Agreement, which includes all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in the Lawsuit, including claims under the Fair Labor Standards Act (“FLSA”), claims under the theories of *quantum meruit*, and any other state, federal, or local law related to the payment of wages or other benefits, all claims for costs, attorneys’ fees and/or interest, or any other benefits against the Released Parties, the Collective Representatives further release (1) any and all claims relating to or arising out of their employment with and/or separation of employment from Released Parties, of whatever nature, known or unknown, that they may have against Released Parties; and (2) any and all claims for unpaid wages, unpaid overtime

compensation, or compensation or benefits of any kind pursuant to the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq. (“ERISA”) and the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101, et seq. (“WARN”). To the extent not previously released by the Settlement Agreement, the Collective Representatives further understand that this release includes all claims, if any, relating to or arising out of the same transaction, series of connected transactions, occurrences or nucleus of operative facts that formed the basis of the claims that were or could have been asserted in the Lawsuit, and any claims challenging the practices that gave rise to the claims asserted in the Lawsuit. The Collective Representatives further understand that, to the extent not previously released by the Settlement Agreement, this release includes, but is not limited to, all claims that relate in any way to their employment with Released Parties, including without limitation claims that were asserted or could have been asserted in the Action, including all claims for monetary damages, compensatory damages, punitive damages, front pay, back pay, liquidated damages, penalties, and all forms of injunctive, declaratory or equitable relief, and costs and attorneys’ fees, whether arising under any federal, state, local, or common laws or regulations. This Release Agreement does not prohibit the Collective Representatives from filing a charge of discrimination with any governmental agency relating to their former employment, but does preclude them from receiving any monetary or economic benefit as a result of any action the agency may take. Nothing in this Agreement shall prohibit the Collective Representatives from making truthful statements or disclosures regarding unlawful employment practices, nor waive the Collective Representatives’ rights to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged unlawful employment practices if required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency, court, or the legislature.

2. This Release Agreement together with the Settlement Agreement constitutes the entire agreement between the Parties regarding the subject matter therein. No amendment, modification, change, or alteration of this Release Agreement shall be valid or binding unless signed by the Collective Representatives, on the one hand, and Defendant, on the other.

3. The Parties acknowledge that no representation, promise, or inducement has been made to them other than as set forth in this Release Agreement and the Settlement Agreement and that they enter into this Release Agreement without reliance upon any other representation, promise, or inducement not set forth herein or in the Settlement Agreement. The Parties also acknowledge that they had the opportunity to consult with an attorney of their choosing concerning this Release Agreement and that they have read and understand this Release Agreement, are fully aware of its legal effect, and have entered into it knowingly and voluntarily.

4. Each paragraph and clause of this Release Agreement shall be deemed severable from all other provisions, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, so long as the material effect, consideration, and intent of this Release Agreement as to all Parties is achieved. In addition, to the extent permitted by applicable law, any invalid or unenforceable provision shall be enforced to the maximum extent permitted by applicable law. If a court of competent jurisdiction finds that the Release of Claims in Paragraph 1 of this Agreement is unenforceable, the Parties shall cooperate to rewrite the Release of Claims to cure the defect and Collective Representatives agree to re-execute the release upon request and that they shall not be entitled to any additional monies, benefits, and/or compensation therefor.

5. The language of all parts of this Release Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Release

Agreement may be executed by the Parties in separate counterparts, with the same effect as if the Parties had signed the same document, and may be signed electronically via PDF. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Release Agreement, which shall be binding upon and effective as to all Parties. Electronic and facsimile transmissions of this Settlement shall be deemed originals.

6. This Release Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, representatives, successors, transferees and assigns.

7. This Release Agreement shall be interpreted in all respects by the laws of the State of Virginia without reference to conflicts of laws principles.

8. Failure to execute this Release Agreement shall not effect a Collective Representatives' ability to recover their Settlement Check under the Agreement, however each Collective Representative must sign this agreement to receive her respective Service Award.


9. The settlement reflected in the Settlement Agreement and this Release Agreement shall not in any way be construed as an admission by Defendant or Collective Representatives of any liability or acts of wrongdoing, which liability and responsibility for damages are specifically denied by all Parties.

10. The Parties hereto represent and warrant to the other that this Release Agreement has been duly executed by such Party and constitutes a valid and binding obligation, enforceable in accordance with its terms, and no consent or authorization of any other person or entity is required or necessary. Each Party represents and warrants that they have not previously conveyed or assigned the rights and claims released herein to a third party.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS AND THAT I EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY:

COLLECTIVE REPRESENTATIVES

Dated: Jan 30, 2023


Sharey Thomas (Jan 30, 2023 15:47 CST)

Sharey Thomas

Dated: _____

Laura Vick

Dated: _____

Shannon Garner

Dated: _____

Jimmelly Salcedo

DEFENDANT, MAXIMUS, INC.

Dated: 1/31/2023

David Francis

By: David Francis

Its: General Counsel


I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS AND THAT I EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY:

COLLECTIVE REPRESENTATIVES

Dated: _____

Sharey Thomas

Dated: Jan 30, 2023



Laura Vick (Jan 30, 2023 17:01 EST)
Laura Vick

Dated: _____

Shannon Garner

Dated: _____

Jimmelly Salcedo

DEFENDANT, MAXIMUS, INC.

Dated: _____

By: _____

Its: _____

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS AND THAT I EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY:

COLLECTIVE REPRESENTATIVES

Dated: _____

Sharey Thomas

Dated: _____

Laura Vick

Dated: **Jan 30, 2023**

Shannon L Garner
Shannon L Garner (Jan 30, 2023 18:12 CST)

Shannon Garner

Dated: _____

Jimmelly Salcedo

DEFENDANT, MAXIMUS, INC.

Dated: _____

By: _____

Its: _____

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS AND THAT I EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY:

COLLECTIVE REPRESENTATIVES

Dated: _____

Sharey Thomas

Dated: _____

Laura Vick

Dated: _____

Shannon Garner

Dated: Jan 30, 2023


Jimnelly Salcedo (Jan 30, 2023 18:04 EST)

Jimnelly Salcedo

DEFENDANT, MAXIMUS, INC.

Dated: _____

By: _____

Its: _____